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CURRENT TOPICS.

WE PRINT elsewhere orders which have been made for closing the courts and offices of the Supreme Court and of the county courts on the 9th of August next, the day of the Coronation.

IT APPEARS from the statement of the president at the recent meeting of the Incorporated Law Society that the question of an inquiry as to the operation in London of the system of compulsory registration of title is to be raised on the vote for the Land Registry—we believe by Mr. BUTCHER, K.C., M.P. If such an inquiry should be granted, which does not seem probable, care will have to be taken to obtain an undertaking that the committee or commissioners shall be fairly selected, so as not to consist wholly of persons already pledged in favour of the system.

THE VOTE of thanks to Sir HENRY FOWLER for his conduct as president during the past year, which was passed at the meeting of the Incorporated Law Society last week, was a well-deserved innovation on the ordinary practice. The only doubt anyone had about his appointment as president was, whether, with his multifarious engagements, he could find time to attend to the important duties of that office—whether he would not become one of the "sleeping partner" presidents who have not been unknown in the past. As a matter of fact, he has proved an active and efficient head of the society, guiding and controlling the ordinary routine affairs with the autocratic hand of a strong man, making himself fully conversant with every question which arose, and bringing to the consideration of the course to be taken the statesmanlike qualities which have given him so much success in political life. He has in fact ruled the Incorporated Law Society as, some years ago, he ruled India.

IT IS much to be regretted that the announcement which appeared some time ago, that the Lord Chief Justice and Mr. Justice BIGHAM were to leave for South Africa on the 9th of August was not accompanied by a statement that they were going as members of a Royal Commission on Martial Law Sentences. Apart from this, the departure of the head of the

King's Bench Division and one of his brethren before the end of the sittings appeared to be an example of somewhat evil augury. As it is, we do not understand why the journey could not have been postponed till after the end of the sittings; but we must be thankful that the work of the commission will take place during the Long Vacation, and that two judges will not be withdrawn from the courts on Government business in the midst of the sittings. Let us hope that they will return in time for the Michaelmas sittings.

An esteemed correspondent has suggested to us that our note last week (*ante*, p. 642) on the changes which are made by the new R. S. C. in order 30 gives a wrong impression of the effect of the alteration made in rule 2. That rule has hitherto provided that "upon the hearing of the summons [for directions] the the court or a judge shall, so far as is practicable, make such order as may be just with respect to all the interlocutory proceedings to be taken in the action before the trial." It is now directed that this rule shall be read as though the words "interlocutory" and "before the trial" were left out, and we drew the not unnatural inference that the order made on the summons now applies to all the proceedings to be taken in the action without limit. But the inference, though perhaps in theory correct, leaves out of account a change in rule 5 of the same order to which our correspondent calls attention. In practice, of course, the order on the summons is not made all at once at the first hearing. It has to be supplemented on subsequent occasions as the course of the action develops, and to avoid taking out a succession of fresh summonses, rule 5 provides that applications subsequent to the original summons shall be made under that summons by notice. Had this remained unchanged, our comment, as our correspondent admits, would have been correct. But it has been altered by inserting the words "and before judgment" after "original summons," and the effect is that applications for directions made after judgment cannot be made under the original summons for directions, but must be made under fresh summonses. We understand that revenue considerations are responsible for this restriction on the utility of the original summons, and in practice an order on the summons will only embrace matters up to judgment, notwithstanding the apparent generality of rule 2. It would have been more convenient if the real effect of the change had been embodied in rule 2. At present it is the object of rule 5, as altered, to take away part of the facilities just offered in rule 2.

In the recent divorce case of *Ashcroft* v. *Ashcroft and Roberts* an order was made on the husband to secure to his guilty wife a weekly sum of money *dum casta et sola;* and although a decree *nisi* was duly granted, the decree absolute is suspended till security is given. On behalf of the husband it was argued that, as no misconduct of any sort was proved against him, he should not be ordered to support a guilty wife after divorce; and it was pressed upon the court that at common law a husband is not bound to support a guilty wife, and that the court has never compelled him to make her an allowance unless he has been in some way in default. The power of the court to make such an order depends on section 32 of the Divorce Act, 1857. Under that section the court "may, if it shall think fit," on pronouncing any decree for dissolution of the marriage, order the husband to secure an allowance to the wife. The court, therefore, has an absolute discretion to order such allowance to be made whether the husband is the innocent or the guilty party. Now, by section 31, where a petitioning husband has been guilty of adultery, cruelty, desertion, or "of such wilful neglect or misconduct as has conduced to the adultery," the court has discretion to either grant or refuse a decree. As a general rule, it has only been in cases where the court has to exercise this discretion that it has, as a condition of granting a decree, ordered the husband to provide for the guilty wife. It is clear, however, that the discretion of the court to order such allowance is not limited by the statute to such cases, and that the court should consider the circumstances of each case entirely on its own merits. In the recent case the parties had been married for over twenty years and there were several children of the marriage. The wife, also, was in bad health and quite without means. If no sort of provision were made for her, she apparently would have to go to the workhouse or starve. In such circumstances it seems only right and proper that the court should have power to compel a man, who is able so to do, to make some provision for the mother of his own children, even where he cannot be in any way blamed for her misconduct. This was the view taken by the court, and probably few will question the reasonableness and justice of the decision. The case, however, does seem to go somewhat beyond reported cases on the subject. One of the nearest is *Lander* v. *Lander* (1891, P. 161). In this case the wife had been in a lunatic asylum for a short time, and after her discharge the husband and wife lived apart by arrangement. For over ten years, however, before the petition, the husband had held no communication whatever with his wife, and although his conduct could not be said to have conduced to her adultery, he had undoubtedly done nothing whatever to protect her or look after her in any way. The recent case, therefore, goes further than this, and will probably become a precedent. There are a good many divorce cases disposed of by the court in which it is obvious that the divorced woman is left entirely without support. Where she is unable to work, and where the husband is able to make some small provision for her, it is submitted that such orders might well be more numerous than they are, especially when the marriage has subsisted for a considerable time, and there are children.

An inquest has just been concluded concerning the death of a lady who was killed by the fall of a coping stone from over the portico of All Souls Church, Langham-place, while she was awaiting the arrival of the Queen on her way to the Royal Botanic Gardens. It appeared that the street had been decorated with flags in honour of the visit of her Majesty to the Coronation Bazaar, and that these flags were supported by a rope fastened to the coping stone and carried across the street to the Langham Hotel. The jury found a verdict of accidental death, and added that in their opinion sufficient care had not been taken in affixing the rope to the structure. The evidence given by the district surveyor at the inquest is of particular interest. He stated that there was no local control over the fixing of decorations across a street. Anyone might throw a dozen ropes across the roadway and weight them as he liked and no one could interfere. This statement of the law was probably founded upon the case of *Wandsworth Board of Works* v. *The United Telephone Co.* (13 Q. B. D. 904). In that case the telephone company had placed wires fixed to the chimneys of certain houses, and, therefore, above the level of the roof of the houses, and passed them diagonally across a street, the owners of the houses making no objection. The district board of works applied for an injunction to restrain the company from retaining the wires over or across the street except in cases where they had received the plaintiffs' consent. At the trial the judge held that the wires were not a nuisance to the highway, and that, apart from the question of property, the plaintiffs were not entitled to have them removed; that the evidence shewed that they were in good condition, and not likely to cause any danger to the public, though a violent storm might possibly blow them down. In these circumstances the Court of Appeal held that the rights of the plaintiffs depended upon section 36 of the Metropolis Management Act, 1855, by which streets being highways are vested in, and placed under the management of, the district board. The court thought that this section did not pass any property in that part of the air in which the wires were placed, but only the ordinary space occupied by men or things which use the street as a street. The injunction was therefore refused. The inconvenience resulting from this decision is shewn by the preamble to the London Overhead Wires Act, 1891, which states as a fact that the number of wires and cables placed overhead within the administrative county of London has increased, and is increasing, and such wires and cables are subject to no efficient system of control or regulation. The Act empowers the county council to make bye-laws

for the control and regulation of these wires, but by the interpretation clause the expression "wire" includes any wire, conductor or cable, and any support or attachment thereto placed over any street. We may assume that no regulations could be made under this Act dealing with the placing of flags or decorations over a street. But it would seem that the time has arrived for arming the boroughs or urban authorities with larger powers than they possess, so that every reasonable precaution may be taken against the occurrence of accidents similar to that which was the subject of the inquest.

THE RECENT lengthy trial of *Worcester Royal Porcelain Co. (Limited)* v. *Locke & Co. (Limited)* (18 Times Law Reports, 712), which will doubtless be known in the future as the "*Worcester China case*," has served to put the law concerning trade-names in a clearer light than it before enjoyed. It is thirty years since the House of Lords, and Lord WESTBURY in particular, formulated the value of the secondary meaning in connection with a particular manufacture which such a geographical name as "Glenfield" could come to have: *Wotherspoon* v. *Currie* (L. R. 5 H. L. 508). Subsequently the right of particular persons first using such a trade denomination has been protected from invasion in respect of names like "Stone Ales," "Reading," "Yorkshire Relish," "Hunyadi," and "Dindigul." Similarly, in this case of the "Worcester China," an injunction has been granted on the footing that the Royal Porcelain Works at Worcester are exclusively entitled to the use of the names "Worcester China," "Worcester Ware," and "Worcester" in connection with these particular goods. But the case calls for special attention by reason of the historical facts to which BYRNE, J., applied the law in his considered judgment. It appeared, in the first place, that ever since the plaintiffs' original predecessor happened, in 1751, to found the first factory at Worcester, there has been nothing indigenous to the city or county of that name to which the china has owed its merits. The costliest piece of "Old Worcester" for which connoisseurs vie at Christie's owes nothing to the soil or water of Worcester for its ingredients. What has given the name its weight and enabled it to carry a recommendation to purchasers has been the personal merits of the manufacturers of the goods. Similarly, "Worcester China" has never been confined to any special types but has included specimens of all classes of such wares and all descriptions of design, subjects, and colouring; it was held, notwithstanding, that the plaintiffs were entitled to relief. Secondly, they were held to be none the less entitled by the fact that at different periods since 1786 there had been sometimes two, and sometimes three, distinct manufactories and firms independently engaged in the china manufacture at Worcester. The plaintiffs appeared to represent all these firms in succession, but, apart from this, it was successfully contended on their behalf that the right for which they sought protection was *privati juris* and complete in itself. Instances of injunctions being granted where not all the persons entitled to the "exclusive right" were joined as parties are to be found in *Dent* v. *Turpin* (2 J. & H. 139) and *Southorn* v. *Reynolds* (12 L. T. N. S. 75). It only remains to add that the defendants strenuously urged that the addition to the word "Worcester" of the word "Royal," which had been adopted by the plaintiffs long before the business of the defendants commenced, was at least good evidence that the plaintiffs did not regard "Worcester" as a synonym for their goods and that they were conscious that "Worcester" did not denote their make and their make alone. But such cases as *Wilkinson* v. *Griffiths* (8 R. P. C. 370) and *Siegert* v. *Findlater* (7 Ch. D. 801) shew that the right in the shorter and *de facto* title which enjoys the secondary meaning is not thereby impaired, and BYRNE, J., held that this was so, pointing out that in the "Stone Ale" case, *Montgomery* v. *Thompson* (1891, A. C. 217), the name of "Joule & Company" was generally associated with the trade name there in question.

A JUDGMENT of considerable interest and no little ingenuity has been delivered by BUCKLEY, J., in *Re Anglo-French Exploration Co.* (*Times*, 21st inst.) with reference to reduction of capital, but it may be questioned whether it does not take too narrow a view of the Companies Act, 1877. The Act of 1867 by section 9 empowers a company generally "to reduce its capital," subject to the requirement of obtaining an order of the court, but in the *Ebbw Vale Co.'s case* (4 Ch. D. 827) it was held by JESSEL, M.R., that the Act only allowed reduction in respect of the amount unpaid on shares, not of the amount paid up. To overrule this decision the Act of 1877 expressly enacted that the power to reduce capital conferred by the earlier Act should "include a power to cancel any lost capital, or any capital unrepresented by available assets, or to pay off any capital which may be in excess of the wants of the company." The first two of these cases are, of course, the same. Capital which is unrepresented by available assets is lost. So that in effect the Act of 1877 deals specifically with two cases where a reduction is desired in respect of paid-up capital. Either it is lost and the balance-sheet of the company is burdened with a balance representing a deficit, which in practice, though not in theory, prevents the payment of a dividend; or the capital is existing, but is in excess of the company's requirements. In either of these cases, therefore, it is clear that the court can sanction a reduction of capital, and in the latter case the reduction will be accompanied by a return of capital to the shareholders. But is the power of reducing paid-up capital confined to these two cases? In *Re Anglo-French Exploration Co.* the scheme was that founders' shares should be cancelled by a reduction of capital under an order of the court, and that in consideration of this cancelling the holders should be allowed to subscribe at par for other shares which were about to be issued. Thus the first part of the scheme, with which alone the court was immediately concerned, involved simply the extinction of share capital, without proof that assets had been lost, and without any return of capital to the shareholders. BUCKLEY, J., held that this was not allowable, for the reason that the Act of 1877, by specifically giving power to cancel lost capital or to return paid-up capital, impliedly forbids the writing off of capital which is neither lost nor returned; and he justified the result on the ground that the reduction of the item of capital on the one side of the balance-sheet without any corresponding reduction of the assets on the other side would increase the credit balance, and so upset the equilibrium of the balance-sheet. With deference to the learned judge, the argument does not seem to be convincing. It may be, of course, that the statutory power is to be restricted in the manner indicated. This is a matter of the construction of the statutes, and does not rest on any considerations based on the effect of reduction of capital on the balance-sheet. But the fact that the credit balance is increased does not appear to be any reason for refusing to sanction a reduction of the capital item. It by no means follows that the credit balance can be at once distributed to the shareholders in dividends, and it is not plain how such a reduction is more prejudicial to creditors than where capital is lost or is returned. *Primâ facie* it would seem to be less prejudicial. Mr. Justice BUCKLEY, however, considered that the end aimed at might be attained by first issuing new shares to the holders of the founders' shares, to be subscribed and paid for in the usual way, with a subsequent cancelling of the founders' shares, and the petition stood over with liberty to amend. But it may be suggested that the amended scheme, when it comes to be worked out, will present exactly the same difficulty which was deemed fatal to the original scheme.

THE CASE of *Molineaux* v. *London, Birmingham, and Manchester Insurance Co.* (*Times*, 22nd inst.) appears to involve an important departure from the doctrine which has hitherto prevailed with respect to the liability of directors for their qualification shares. "I am one of those," said LINDLEY, L.J., in *Re Wheal Buller Consols* (36 W. R. 725, 38 Ch. D., p. 50), "who think that the law on this subject is not on a satisfactory footing, and that it would be just for a person who acts as director to be held liable for the shares without which he had no right to act, but that does not enable us to infer an agreement to take them." Since the date of that decision a form of article has been introduced which provides that a director shall be deemed to have agreed to take his qualification shares, and it has been held that such an article is effectual to fix the director with liability (*Isaac's case*, 40 W. R. 518; 1892, 2 Ch. 158); but apart from such special

article, it does not seem to have been held that a director incurs liability by accepting office. To a certain extent the case has been met by section 2 of the Companies Act, 1900, under which a director must file with the registrar a contract to take from the company and pay for his qualification shares. But the section is limited in its operation, and in particular it does not apply to companies registered before the commencement of the Act. In the present case, however, COZENS-HARDY, L.J., in delivering the judgment of the Court of Appeal, has laid down the principle that a person who accepts an appointment as director, knowing that the holding a certain number of shares is a necessary qualification, and acts as director, must be held to have contracted with the company that he will within a reasonable time obtain the requisite shares, either by transfer from existing shareholders, or directly from the company; and if he has not obtained the shares within a reasonable time from the public, the company are authorized to put him on the register in respect of the shares. The report before us does not give the terms of the article by which the requirement of qualification shares was imposed, but it will be seen that this statement of the law is quite general and does not rest upon any such special article as was before the court in *Isaac's case* (*supra*); and it seems that the Court of Appeal have taken the step which was considered to be inadmissible in *Re Wheal Buller Consols* (*supra*). The implied contract to acquire the shares arises solely from the fact that the articles require a qualification, and that the director accepts office and acts with knowledge of this fact.

AN IMPORTANT decision with reference to the acquisition of easements of support has been given by the Court of Appeal (ROMER and STIRLING, L.JJ., VAUGHAN WILLIAMS, L.J., *diss.*) in *Union Lighterage Co.* v. *London Graving Dock Co.* (*Times*, 22nd. inst.). At a time when certain riverside premises were in the same ownership a graving dock was constructed on the eastern part, and the dock was supported by rods or ties which were carried for some fifteen feet under the surface of the western part, which was a wharf, and there fastened to piles. This was done about 1861. In 1877 the owners conveyed the wharf portion to the plaintiffs, who have since carried on business there. The conveyance reserved no right of support for the dock, which was at first retained by the owners. In 1886 it was sold and was subsequently acquired by the defendants. Until 1900, when excavations were made, the officials of the plaintiff company were not aware of the existence of the rods, and they have claimed that the dock is not entitled to any right of support from the wharf. The defendants, on the other hand, have claimed a right of support either by implied reservation upon the grant of the wharf in 1877, or by virtue of an easement acquired by prescriptive enjoyment. Both of these grounds of claim, however, were attended with considerable difficulty. It is well settled that if a grantor of land wishes to reserve an easement in his own favour he must do so expressly. A grantee may take without express grant *quasi*-easements which have been enjoyed with the property granted, but to allow a corresponding privilege to the grantor would be an infringement of the rule that a man shall not derogate from his own grant. There is an exception, however, in the case of easements of necessity; and, moreover, where there are reciprocal easements enjoyed for the benefit of both parts of the land, these continue after the grant: *Wheeldon* v. *Burrows* (12 Ch. D. 31). In the present case the easement claimed was not reciprocal, nor, in the opinion of the court, was it an easement of necessity. The rods, indeed, were, as STIRLING, L.J., pointed out, essential to the enjoyment of the dock in its existing condition, but this was a matter of convenience only, not of necessity. The dock, by alteration, was capable of use without them. Hence no reservation of the easement could be implied under the conveyance of 1877. And the claim to the acquisition of an easement of support by prescription was subject to the objection that the enjoyment had not been open. How far the enjoyment of an easement must be known to the owner of the land against which it is claimed was the subject of much discussion in *Dalton* v. *Angus* (6 App. Cas. 740). In the present case ROMER, L.J., stated the principle to be that a prescriptive right to an easement over a man's land can only be acquired where the enjoyment has been open—that is to say, of such a character that an ordinary owner of the land, diligent in the protection of his interests, would have, or must be taken to have, a reasonable opportunity of becoming aware of that enjoyment." The plaintiffs had had no such opportunity of becoming aware of the existence of the underground rods, and hence against them the right of support had not been acquired.

THE JUDGMENT of BYRNE, J., last week in *Holloway Bros. (Limited)* v. *Hill* (reported elsewhere) deals with a question of considerable difficulty and importance—the extent to which lessees of a covenantor are liable under a covenant which purports only to bind the covenantor and his assigns. In *Taite* v. *Gosling* (27 W. R. 394, 11 Ch. D. 273), FRY, J., appears to have had no hesitation in holding that covenants entered into with reference to a building estate, purporting to bind and to be for the benefit of the various owners and their assigns, applied, both as to the benefit and the burden, to the lessees of the owners. "The word 'assign,'" he said, "used in such a case as this includes a lessee in ordinary legal language, and no sufficient reason has been produced to shew that it ought not to have a similarly wide meaning here." He recognized that underletting was not considered as an assignment of a lease, so as to be a breach of a covenant not to assign; but he attributed this to the circumstance that the verb "assign," as applied to leasehold property, had acquired the technical meaning of assigning the whole interest. No such construction had been established with reference to the word "assigns" in the expression "heirs and assigns," and hence it was permissible to extend it to a person who took only part of the interest of the assignor. In *Bryant* v. *Hancock* (46 W. R. 386; 1898, 1 Q. B. 716), where it was a question of making a lessee liable for breach of a covenant against the acts of himself and his assigns on the ground of the conduct of his underlessee, the stricter construction was adopted, and "assign" was held not to include the underlessee. *Taite* v. *Gosling* was said to be a very special case turning upon the particular meaning of the word "assign" in the particular covenant. But it is to be noticed that a restrictive covenant is clearly meant to bind the land in whosesoever possession it may be, and since it binds the successive possessors only on the equitable ground of notice, there is reason for taking a broad view of the matter, and for dismissing the word "assigns" from consideration. This, apparently, is what Mr. Justice BYRNE has done in the present case. Upon a minute examination of the authorities he has held that the word "assigns" is not necessary in order to make the covenant binding in equity upon persons who take with notice under the covenantor, and if, in the absence of the word, the covenant would run with the land so as to affect a lessee, the mere addition of the word in the covenant will not be deemed as indicating an intention to exclude lessees because technically they are not assigns. His decision, therefore, does not go so far as to adopt the free construction of "assigns," which FRY, J., thought admissible in *Taite* v. *Gosling*, but, by shewing that the use of the word is superfluous, it has practically the same effect. A restrictive covenant, unless in some very special form, may be expected, therefore, to bind all persons taking the land with notice, whatever may be the duration of their interest.

THE INTEREST in matters affecting the laws and government of the principal colonies of England has largely increased during the last few years, and a decision which has just been given upon the interpretation of the Australian Industrial Arbitration Act will be read with attention by those who have considered the recent discussions upon conduct and acts which constitute an interference with trade. In this case, *The Newcastle Wharf Labourers Union* v. *The Newcastle and Hunter River Steamship Co.*, the members of the plaintiff union, who under the new Act are required to appeal to the court instead of entering upon a strike, sought redress against the company. The company proposed to reduce the wages of its workmen, members of the union, and upon their refusal to accept the reduced rate, employed other workmen who were not members of the union. The court appear to have held that "so far as employer and em-

ployed who come within the scope of the Act are concerned, existing terms and conditions of employment cannot be disturbed at the will of one party only. . . . This court is the sole arbiter of the fairness or justice of any proposed alterations in existing terms and conditions of employment." The company were accordingly ordered to discharge their present hands and to take back the members of the union at the old rates and holidays which formerly prevailed. We shall await with interest a fuller report of this decision.

THE ACTION taken at the instance of the Incorporated Law Society against the Treasurer and Ancients of New-inn has resulted in a sum of £55,000 being appropriated out of the purchase-money on the sale of the inn for the purposes of a scheme of legal education. The Council of the society are to be congratulated on this success, and it is to be hoped that the large sum appropriated will be more efficiently applied than some other gifts for the same purpose have been in the past.

ON SOME MOOT POINTS IN SETTLEMENTS.

I.

THE recent publication of the first volume of the Encyclopædia of Forms and Precedents and of new editions of Mr. Wolstenholme's Forms and Precedents and of Key & Elphinstone's Compendium affords an opportunity for discussing some of the questions which have to be considered by the practitioner in framing settlements. We not intend to discuss mere variations in the language used by these learned authors; we shall only discuss questions of substance, adding a word of warning that it is very dangerous for the inexperienced practitioner to use forms with which he is not well acquainted, and that he may fall into difficulty if he inserts a form taken from one these books into a draft framed according to another of them or according to Prideaux.

Ought the Power of Advancement in Settlements or Wills of Personal Property to be Extended to Appointed Shares?—Mr. DAVIDSON expresses an opinion (3 Dav. Pre. 159) that the power of advancement would not in general apply to an appointed share, "such a share being by the appointment, and so far as it extends, withdrawn from the settlement." He adds that appointments in favour of infants should contain proper provisions for this purpose, and that the power of appointment should be framed so as to enable this to be done. In an article (38 SOLICITORS' JOURNAL, p. 248) we have discussed Mr. DAVIDSON'S opinion, and have given reasons for thinking that it was incorrect. The late Mr. KEY (see 2 K. & Elph. (4th ed.), p. 483, note *d*), expressed the same opinion as Mr. DAVIDSON. It should be observed that, assuming Mr. DAVIDSON'S view to be correct, if the power of advancement extends to children only, the very fact that the power is extended to issue shews conclusively that it can be exercised over the appointed shares, as no issue can become entitled to a share otherwise than by an appointment. Mr. WOLSTENHOLME, the present editors of Key & Elphinstone, and the editors, of Prideaux shew that in their opinion the power of advancement extends to an appointed share, thus differing in opinion from Mr. DAVIDSON, as they extend the power of advancement to "issue."

There remains the question, is it expedient to extend the power to issue? If the settlement is in the usual form, where the wife is restrained from anticipation, and the power of appointment does not authorize the insertion of provisions for the advancement of the appointee, it will not be possible to make an advance to a grandchild of the marriage to whom a share is appointed, though, owing to the position of the family, this may be imperatively required. The result is that it is proper in all ordinary cases to extend the power of advancement to issue.

The Ultimate Trusts of a Wife's Fortune.—In the ultimate trusts of a wife's fortune it has hitherto been the practice to declare trusts, in default of appointment, for the person who would have been the wife's statutory next-of-kin "had she died possessed thereof intestate and without having been married." Recent decisions, all of which are collected in *Re Mare* (1902, 2 Ch. 112), and most of which are discussed in 38 SOLICITORS' JOURNAL 320, shew that this language cannot be relied upon for preventing an infant child who survives its mother from taking as next-of-kin, so that if there is no child who attains twenty-one, &c., and the wife dies in her husband's lifetime leaving an infant child who afterwards dies in its father's lifetime, the latter takes. Mr. WOLSTENHOLME and the editors of the Key & Elphinstone concur in the method of remedying this defect in the clause. Mr. WOLSTENHOLME suggests that the words "without leaving the said husband or any child of the said intended marriage surviving her" should be substituted for "without having been married." The editors of Key & Elphinstone use the same language as Mr. WOLSTENHOLME, but with the substitution of "issue" for "child." The difference between the forms is that if Mr. WOLSTENHOLME'S form is used and no child attains twenty-one, &c., but a son marries and dies under twenty-one leaving issue who survive his mother, that issue will take, while if the form in Key & Elphinstone is used, the issue will not take. Probably, having regard to the inexpediency of a son marrying under twenty-one, the latter form will be found in practice to be the more useful.

The After-acquired Property Clause.—An objection has often been made to this provision on the ground that if the husband behaves badly to the wife, anything that she takes by will or gift from her own relations becomes bound by it, so that, if the settlement is in the ordinary form, he takes a life interest in remainder in it, and also that it is impossible to give to the wife property exceeding the limit stated in the covenant to be used as she should think fit. The method generally adopted of obviating the first difficulty was for the donor or testator to settle the property on the wife and her children excluding the husband. This was a most inconvenient course. It depended on the form of the covenant whether it was possible to avoid the second difficulty. A scheme (originally, we believe, suggested in the 5th ed. of Key & Elphinstone) for avoiding both these difficulties is to except from the operation of the covenant to settle the after-acquired property of the wife property as to which in the instrument by which it is acquired by the wife an intention is expressed that it should not be bound by the covenant. This provision has received the sanction of Mr. WOLSTENHOLME (see p. 115), and the editors of the last edition of Prideaux (see 2 Prid. 306); and therefore may be considered to have been adopted by the profession. A little difficulty, however, occurred in practice where the property given to the wife passed by entry in the books of the Bank of England or of a company, as no expression of intention could be inserted in the instrument of gift. It has therefore been suggested (see 2 Key & Elphinstone (7th ed.), 514) that the expression of intention might be contained in a separate instrument signed by the donor. With this addition, the provision may with advantage be adopted for general use.

The covenant for the settlement of the after-acquired property of the wife generally contains a provision that where that property is a life interest only it shall belong to the wife for her separate use, with a restraint on anticipation. It will be observed that it is, therefore, impossible for the wife to bind herself to pay to a child any part of the income derived from a life estate becoming bound by the covenant. This inability to provide for a child has been found to give rise to great difficulties where land was devised after the marriage to the wife in strict settlement, and on the eldest son coming of age it was desired to make a resettlement, as the son's advisers properly refused to consent on his behalf to cut down his interest as tenant in tail to a mere life interest without having an income provided for him during his mother's lifetime, saying, with great force, that if he did not resettle the property, he could, on taking out a policy, payable in case he died before his mother, be able to borrow on easy terms enough to live upon during her life, while if he cut down his interest to a life estate only, the terms on which he could borrow money would be more onerous. In order to obviate this inconvenience it is suggested (2 Key & Elphinstone, 515, note) that power should be given to the wife to assign to any child who attains twenty-one part of her life estate becoming settled by virtue of the covenant. While we think that this suggestion might work

successfully, we are unable to say how far it has been adopted in practice.

Provisions for a Future Marriage.—Sometimes power is given to the husband or wife to settle part of the property comprised in a marriage settlement of personalty on an after-taken wife or husband or on the children of a future marriage. Sometimes in a strict settlement executed on marriage power is given to the husband to jointure a future wife, or to charge portions for his children by her. It will be found that two forms are used; sometimes the power is made exerciseable "if the said A. shall survive the said B. and marry again," and at other times "if the said A. shall marry again." In the great bulk of cases it is quite immaterial which of these forms is employed, for it will be observed that in ordinary cases neither of the spouses can marry again in the lifetime of the other. But the difference between these two forms becomes material if a divorce takes place. Assuming that the settlement is not varied by the court under the powers conferred on it by statute, if the power is in the former form, it does not become exercisable on divorce, the donee, however innocent, cannot exercise it till his or her original spouse is dead; but if the power is in the latter form, it becomes exercisable immediately after the divorce. We have heard it alleged, and maintained with much warmth, that it is immoral to confer a power the exercise of which will be accelerated by divorce. The persons who hold these views appear to forget the wide powers the court has of varying settlements in the case of divorce. It should be noticed that in the present state of the authorities (*Cartwright* v. *Cartwright*, 3 D. M. & G. 982; *H.* v. *W.*, 3 K. & J. 382; and *Cocksedge* v. *Cocksedge*, 14 Sim. 1, 244) it is not possible to make an express bargain in a settlement as to what is to be done in case a divorce should take place. On the other hand, as is pointed out in *Marlborough* v. *Marlborough* (1901, 1 Ch. 164), it is doubtful whether, if a guilty husband who has been divorced marries again, the making by him of a provision for his wife and children would be contrary to public policy.

The authority given to the court to deal with property in the case of divorce is contained in two statutes. By the Matrimonial Causes Act, 1857 (20 & 21 Vict. c. 85), the court, if it pronounces a sentence of divorce or judicial separation for adultery of the wife, has power to make a settlement of her property for the benefit of the innocent party and the children of the marriage, or either, or any, of them. By section 5 of the Matrimonial Causes Act, 1859 (22 & 23 Vict. c. 61), the court is empowered, after a final decree for nullity or dissolution of marriage, to make such orders as it may think fit with reference to the whole or part of the settled property, either for the benefit of the children of the marriage or of their respective parents, as the court shall think fit. The authorities shew that where a power of appointment in favour of an after-taken husband and the children of a future marriage is vested in an innocent wife "if she survives the guilty husband and marries again" the court will not, at all events if there are any children of the marriage who may become entitled to the fund, vary the settlement by allowing the power to be exercised during the life of the guilty husband (*Pollard* v. *Pollard*, 1894, P. 172), and that, on the other hand, where a similar power is vested in a guilty wife, she will not be restrained from exercising it in favour of any husband whom she may marry after the death of the husband who divorced her or in favour of any children born after his death: *Noel* v. *Noel* (10 P. 178).

Where the powers under consideration are powers of charging jointures and portions, they are usually limited in amount, so that if the husband is guilty, no very serious harm will be done if the settlement is not varied, and we are not aware of any case in which a settlement has been varied so as to hinder a guilty husband from jointuring a woman whom he marries in the lifetime of the wife who has divorced him, or from appointing portions to his children by her.

On the whole, it appears to be expedient to give powers of jointuring and charging portions to the donee "if he marries again." It will be observed that if he is innocent, it would be very hard to prevent him from exercising the powers, as if the settled estate formed the bulk of his fortune, the only manner in which he could provide for an after-taken wife and his children by her would be by exercising them, and if he is guilty, the court could in a proper case restrain him from exercising them to the injury of the children by the first marriage.

The case where both the husband and wife have power on a future marriage to withdraw part of the settled personalty requires further consideration. Let us take a simple case. Suppose that the husband and also the wife is authorized to withdraw one-half of the property settled by him or her on a future marriage. Then the innocent party can, on marrying, withdraw half of his or her fortune, and if the settlement is varied in the usual manner, the guilty party will, if he or she survives the innocent party, be able to deal in the like manner with his or her fortune, so that the result may be that the children of the first marriage will only take one half of the entirety of the settled property. While, if the power is conferred on the survivor of the husband and wife, the children will take the entirety of the property settled by whichever of them dies before the other, and will take one moiety of the property settled by the survivor. It appears, therefore, to be expedient in this case to give the power to the survivor of the husband and wife. Where, however, the power of withdrawal is conferred on one only of the spouses, the case is different, and it appears expedient to confer it "if he or she marries again." In this case, if the donee of the power is innocent, the children will take the entirety of the property settled by the spouse who is not the donee of the power, and must, whether the donee is innocent or guilty, take one-half of the property settled by the donee.

(*To be continued.*)

COMPENSATION IN RESPECT OF RESTRICTIVE COVENANTS.

The decision of the Court of Appeal (Collins, M.R., and Mathew and Cozens-Hardy, L.JJ.) last week in *Long Eaton Recreation Grounds Co.* v. *Midland Railway Co.* (*Times*, 16th inst.) follows the principle which was laid down in *Kirby* v. *Harrogate School Board* (1896, 1 Ch. 437) with respect to compensation in respect of restrictive covenants affecting land acquired by a public company under the powers of the Lands Clauses Act. The right to compensation must be looked for, as is well known, in section 68 of the Lands Clauses Act, 1845, which deals with the case of lands being injuriously affected by the execution of public works. The general principles which govern the construction of the section were settled many years ago by a series of decisions of the House of Lords, and one of them—the rule that the injury in respect of which compensation is claimed must be due to the execution of the works as distinguished from their subsequent use—has incurred considerable criticism lately in connection with tube railways. In the case of the new railways of this kind which are now under consideration in Parliament it is probable that the rule will be modified, and that it will be possible for neighbouring landowners, none of whose land is taken, to claim compensation for damage due to the user of the railway, provided the claim is made within two years of the railway being opened. A clause to this effect has been inserted in the Bills by the Select Committees. In cases where the user of the railway injuriously affects land not taken, but other adjacent land of the same owner is taken, such a clause is not required, for the ordinary rule is then relaxed, and the right of the owner in respect of the land not taken is, by a somewhat curious refinement, not restricted to damages in respect of the execution of the works. He has, for instance, a right to claim compensation for injury done to the land not taken by reason of noise and vibration caused by passing trains: *Duke of Buccleugh* v. *Metropolitan Board of Works* (L. R. 5 H. L. 418).

The section has naturally raised some difficult questions where the land which is taken for the purposes of the works is subject to incorporeal or contractual rights. As a general rule, the existence of such rights over land detracts from its value, while the rights have a pecuniary value in the hands of the persons entitled to them. Theoretically the full value of the land should be divided accordingly, and it might have been the more logical course to require the promoters to

give notice to treat for such rights as well as for the land itself, and this would have carried the result that there would have been no power to interfere with the rights until the compensation had been assessed and paid, or else money in respect of the rights had been paid into court under section 85. In regard to easements, however, it was settled by *Clark* v. *London School Board* (22 W. R. 354, 9 Ch. 120) that, even though the special Act extends the word "land" to mean any right over land, yet no notice to treat for an easement need be given. The promoters acquire the land free from any such outstanding rights in third parties without any actual purchase of the rights, and the only remedy for the persons who owned them is to claim compensation under section 68. In holding that this section gave the appropriate remedy, Lord SELBORNE, L.C., observed that in many cases of this kind it could not be known, until the thing was done, how far the land to which the rights were attached would be injuriously affected, so as to be the subject of compensation. Moreover, section 85, which is, presumably, co-extensive with cases where notice to treat has to be given, requires a deposit to be made by the promoters before "entering upon land," and the phrase "entering upon" is not appropriate to interference with an incorporeal right, such as an easement. The decision was acted upon by JESSEL, M.R., in *Duke of Bedford* v. *Dawson* (20 Eq. 353), and by NORTH, J., in *Wigram* v. *Fryer* (36 W. R. 100, 36 Ch. D. 87).

The principles which govern the construction of the Lands Clauses Act with respect to easements, apply also to contractual rights affecting the land, such as those which arise upon restrictive covenants. "Nor can I see any difference," said NORTH, J., in *Kirby* v. *Harrogate School Board* (*supra*), "between a right to light or any other right in respect of the land which may be affected by the buildings that may be erected on it. In my opinion, the principle which applies to an easement applies equally to the right which is created by a restrictive covenant." It is to be noticed that, although the covenant binds personally the owner of the land before it is taken by the promoters, yet, as was held in *Baily* v. *De Crespigny* (17 W. R. 494, L. R. 4 Q. B. 180), upon the land being taken he is discharged from the covenant. It then becomes impossible for him to ensure its fulfilment, and under the special circumstances of the case this impossibility is allowed to be a sufficient excuse for non-fulfilment. The covenantee, therefore, is bound to look for any damages to which he may be entitled to the promoters, and the damages can only be recovered by means of a claim to compensation under section 68, provided at least that the breach of the covenant is caused by the execution of works which are authorized by statute. If the breach is caused otherwise, then the promoters are liable in the ordinary way to damages. It is only where the statutory authority intervenes that the right of action is taken away, and replaced by the remedy under section 68. This point was emphasised in *Manchester, Sheffield, and Lincolnshire Railway Co.* v. *Anderson* (46 W. R. 509; 1898, 2 Ch. 394), where a reversion on a lease had been purchased by a railway company, and a question arose as to their liability on the lessor's covenant for quiet enjoyment. LINDLEY, M.R., observed that there was no reason for holding that the covenant was gone, or had in any way been extinguished. "The company," he said, "must be bound like any other assignee of a reversion—it is not a question of obligation on the company but a question of remedy." For a breach of coverant that was authorized by Act of Parliament there was no remedy at all except under the compensation clauses. For other breaches of covenant an action would lie.

The immediate point decided in the *Harrogate case* was that the claim to compensation in respect of a restrictive covenant was to be made under section 68, whether the land to which it was subject had been taken compulsorily or by agreement. The school board had taken the land by agreement and proposed to build on it in disregard of the covenant. NORTH, J., whose decision was affirmed by the Court of Appeal, held it to be clear that, if the purchase had been compulsory, the school board would not have been liable to an injunction to restrain them from building; and further, that it made no difference that the land had been acquired voluntarily. "It seems to me," he said, "that the rights of the school board as against a person who can be compelled to sell to them, but who is willing to do so, are not less than they would have been if he had been unwilling to sell, but had been compelled to do so." The school board, therefore, were entitled to build without regard to the restrictive covenant, and the plaintiffs, so far as they were injuriously affected, were confined to their remedy for compensation under section 68. Similarly LINDLEY, L.J., said: "I have not the slightest doubt myself that section 68 properly applies to cases of purchase by railway companies under their powers, and to all cases of purchase by school boards under the powers conferred upon them by the Act of 1870."

In the present case of *Long Eaton, &c., Co.* v. *Midland Railway Co.* (*supra*) the plaintiff company had purchased an estate with a view to laying it out for building purposes. Streets were formed, and part of the land sold in plots, the remainder being retained by the company as a recreation ground. The conveyances of the plots contained covenants restricting the nature of the buildings to be erected on them. The railway company, under statutory powers, took part of the land so conveyed, and carried across it an embankment which, it has been held, was in breach of the covenants. Upon a claim being made under section 68, the jury assessed the compensation at £650, but the railway company disputed that any right to compensation existed, and in accordance with the inconvenient practice which has long prevailed, the legal point could only be raised after all the expense of the inquiry before the jury had been incurred. In the result, however, LAWRANCE, J., held that the compensation was payable, and his decision has been affirmed by the Court of Appeal. In principle the case does not seem to be distinguishable from the *Harrogate case*, save for the question whether the plaintiff company had any real interest in the enforcement of the covenants. They had, however, as above stated, retained part of the land which was entitled to the benefit of the covenants. They would have been entitled to sue in respect of a breach of the covenants, and their right to some compensation could hardly be disputed. This being so, the amount was for the jury, and the company had judgment for the sum awarded. The case suggests that where a railway is carried across a building estate, there may be numerous claims to compensation on the part of the various purchasers of plots in addition to the claim by the original vendors in respect of land retained by them, but no such question appears at present to have been actually raised.

REVIEWS.

CONDITIONS OF SALE.

PRECEDENTS OF CONDITIONS OF SALE OF REAL ESTATES, REVERSIONS, POLICIES, &C. WITH EXHAUSTIVE FOOT-NOTES, INTRODUCTORY CHAPTERS, AND APPENDICES. By FREDERICK EDWARD FARRER, Barrister-at-Law. Stevens & Sons (Limited).

This book contains precedents of conditions of sale, with short introductory chapters dealing with general rules for preparing particulars and conditions, the position of the auctioneer, sales by mortgagees and trustees, unilateral mistake and hardship as defences to specific performance, the remedies of the purchaser after completion, and parol variation of the written contract. The author has added short appendices on some points arising on sales under the court and on summonses under the Vendor and Purchaser Act, 1874.

The first chapter, "General suggestions for preparing particulars and conditions," is intended for the use of students, but it is well worthy of the attention of the practitioner. The writer makes the very just remark that a special condition, honest on the face of it, does not depreciate a sale. He might perhaps have gone a little further and said that as a general rule special conditions as to title, of whatever nature, do not injure a sale. But the practitioner must remember that where a special condition is inserted, he must be careful that it does not amount to fraud or misrepresentation.

The most useful part of the book consists of the general conditions of sale. The author has made a careful collection of the authorities bearing on each condition. It would be impossible to discuss, within the space at our disposal, the many questions treated on by the author. There is, so far as we can see from careful perusal of the book, hardly any point of importance falling within the limits that the author has prescribed to himself, which he has not discussed, and without saying that we agree with his conclusions on all points, we recommend the book to our readers.

We observe that the author, in many cases, refers to old editions of text-books; for example, he refers to the fourth edition of Scriven on Copyholds and to the first edition of Mr. Wolstenholme's Forms and Precedents. He gives no reason for so doing, and we cannot help thinking that it would have been wiser to refer to the current editions.

The author expresses a doubt (at p. 237) whether a person having the powers of a tenant for life under the Settled Land Act, s. 58, can be registered as first proprietor under the Land Transfer Acts. This is a question of considerable importance and deserves consideration. The Land Transfer Act, 1875, provides (section 68) that "Any person having a power of selling land . . . may himself apply to be registered as [first] proprietor of the land." The Settled Land Act, 1882, provides (section 58) that certain persons "shall, when the estate or interest of each of them is in possession, have the powers of a tenant for life under this Act, as if each of them were a tenant for life as defined in this Act." One of the powers conferred by the Act on a tenant for life is (section 3) that he "may sell the settled land or any part thereof." Therefore, if the matter were to stop here, every person on whom the powers of a tenant for life are conferred by the Settled Land Act, 1882, s. 58, would come within the class of persons authorized by the Land Transfer Act, 1875, to be registered as first proprietors. The author objects that the latter words of the clause in the Land Transfer Act possibly contemplate a person having not only a power of sale but also a power to give receipts for the purchase-money. The words in question merely provide that the costs of the applicant for registration when ascertained by the registrar shall be "deemed to be costs properly incurred by him," and that "such person may retain or reimburse the same to himself out of any money coming to him under the trust or power." It will be observed that these words only confer a particular manner of obtaining the repayment of the costs; they do not say that a person is not to sell unless he can obtain repayment in that manner. The power to make rules under the Land Transfer Acts is conferred by the Act of 1875, s. 111, which provides that, subject to the provisions of this Act, the Lord Chancellor may, with certain advice and assistance (altered by the Act of 1897, s. 22), make general rules in respect of certain matters, which include (1) "the mode in which the register is to be kept"; and (7) "any matter or thing, whether similar or not to those above mentioned, in respect of which it may be expedient to make rules for the purpose of carrying this Act into execution." It is further provided that any rules made in pursuance of this section shall be deemed to be within the powers conferred by this Act, and shall be of the same force as if enacted in this Act. It is tolerably clear that where rules are made in the prescribed manner they are to be deemed to be made according to the Act. The result appears to be that (1) a person having the powers of a tenant for life under the Settled Land Act, 1882, has a right under the Act of 1875 to be registered as a first proprietor; and (2) that, even if this view is incorrect, the very fact that the rules provide for his being registered confers on him the right to be so registered.

In conclusion, we can commend this book to the favourable consideration of the profession.

BOOKS RECEIVED.

The Law Relating to the Administration of Charities under the Charitable Trusts Acts, 1853-1894, Local Government Act, 1894, London Government Act, 1899; and Appendices containing the Roman Catholic Charities Act, 1860, the Charitable Trustees Incorporation Act, 1872, and Board of Education Act, 1899, with Orders in Council of 1900 and 1901, with Forms. By THOMAS BOURCHIER-CHILCOTT, Barrister-at-Law. Second Edition. Stevens & Haynes.

The Law Quarterly Review. Edited by Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. July, 1902. Stevens & Sons (Limited).

CORRESPONDENCE.

THE LAND TRANSFER ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—One concrete example of the great inconvenience of this Act has just happened to me.

A very straightforward man, with whom I have many dealings, had to send me yesterday a considerable cheque. He did so; but he had arranged to pay the money in reliance on an advance promised him on some leases just granted. That advance was, and is, ready, but the transaction is delayed because my correspondent is told it will take about a fortnight to get the leases through the Land Transfer Office, and so he asks me to hold over the cheque he sent me.

Comment, surely, is needless. F. STROUD.

2, New-court, Lincoln's-inn, July 23.

THE RULES OF THE SUPREME COURT, JULY, 1902.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Rule 8 says: "Ord. 27, rr. 4, 6, and 9, shall be read as if *after* the words 'detention of goods and pecuniary damages or either of them' were left out." This is not English.

In ord. 27, r. 6, the words "detention of goods and pecuniary damages or either of them" do not appear. The words in ord. 27, r. 6, are "detention of goods and pecuniary damages, or pecuniary damages only."

In ord. 27, r. 9, the words "detention of goods and pecuniary damages or either of them" do not appear. The words in ord. 27, r. 9, are "detention of goods and pecuniary damages or for any of such matters." S. J. E. HASTINGS.

29, Trinity-square, Borough, S.E., July 23.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the New Orders, &c., of July, 1902, published in your issue of the 19th inst., and particularly to ord. 22, r. 18*a*, should not the word "not" be inserted between the words "assets do" and "exceed the value," &c. H. A. DOWSE.

7, Bedford-row, London, W.C., July 22.

P.S.—Ord. 27, rr. 4, 6, and 9.—What are the words to be left out after the words "detention of goods and pecuniary damages or either of them"? The words "or either of them" do *not* occur in rules 6 and 9.—H. A. D.

[The omission of the word "not" was a printer's error. The word occurs in the original draft rules. In the new rule altering ord. 27, rr. 4, 6, and 9 the word "after" should apparently be struck out.—ED. *S.J.*]

THE LORD CHIEF JUSTICE AND MR. JUSTICE BIGHAM.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your issue of the 19th I read a letter from Mr. E. T. Hargraves, to the effect that, having seen an announcement in the daily papers that the Lord Chief Justice and Mr. Justice Bigham intended to leave England for South Africa on the 9th of August, he wrote to the Chief Justice asking if the announcement were true, and pointing out that in his opinion the statement must be a *canard*, as neither the Chief Justice nor Mr. Justice Bigham would think of leaving before the close of the sittings.

I feel sure that the letter can only have been inserted in your columns in order that you may receive an expression of the opinion of solicitors upon Mr. Hargraves' letter to the Chief Justice; and surely that opinion must be, that it is as deficient in good taste as it is lacking in point with regard to the subjects the writer desires to advocate. H. MANISTY.

1, Howard-street, Strand, July 21.

NEW ORDERS, &c.

CORONATION OF THEIR MAJESTIES.

ORDER OF COURT.

The Courts and Offices of the Supreme Court, including the District Registries, shall be closed on the 9th day of August next.

July 24th, 1902.

By Order of the Lord Chancellor and the Rule Committee of the Supreme Court.

CORONATION OF THEIR MAJESTIES.

COUNTY COURT ORDER.

The Courts and Offices of the County Courts in England and Wales shall be closed on the 9th day of August next.

July 24th, 1902.

By Order of the Lord Chancellor.

In connection with the visit of the Associated Chambers of Commerce to Nottingham last September, which was attended by the representative of the French Government, the French Ambassador in London has conveyed to Mr. Frederick Acton (who was the acting president of the Nottingham Chamber during the visit) the distinction of Officer of Public Instruction, which has been conferred upon him by the French Republic. Mr. Acton is a solicitor and a magistrate of Nottingham, and last year was president both of the Nottingham Law Society and the Nottingham Chamber of Commerce, and this year is on the Council of the Law Society of the United Kingdom.

CASES OF THE WEEK.

Court of Appeal.

THE ROBINSON GOLD MINING CO. (LIM.) AND OTHERS *v.* THE ALLIANCE MARINE AND GENERAL ASSURANCE CO. (LIM.) No. 1. 11th July.

INSURANCE—BULLION—"DETAINMENTS OF FOREIGN GOVERNMENT"—"FREE OF CAPTURE, SEIZURE, AND DETENTION"—COMMANDEERING OF GOLD.

Appeal by the plaintiffs from a decision of Phillimore, J. The plaintiffs were ten gold mining companies incorporated under the laws of, and carrying on business in, the late South African Republic, who by the action sought to have the defendants held liable under a policy for loss of gold commandeered by the executive council on the eve of the war of that state with this country. Under the policy the gold was insured against arrests, restraints, and detainments of kings, princes, and people while in transit from the company's mines at Johannesburg to the United Kingdom. The policy contained the following clause: "Warranted free of capture, seizure, and detention, and the consequences thereof, or any attempt thereat, piracy excepted, and also from all consequences of riot, civil commotions, hostilities, or warlike operations whether before or after the declaration of war." On the 2nd of October, 1899, gold to the value of £223,750, to which the policy attached, while in course of transit from the mines to the coast was "commandeered" at Vereeniging, the last station in the Transvaal territory, by officials of the Transvaal Government, acting under the orders of the executive council, and on the 9th of October a further quantity of gold, amounting to £11,800, was seized at a bank at Johannesburg, where it had been deposited by the plaintiffs. In addition to relying on the "free of capture and seizure" clause, the defendants pleaded the same points of defence as were raised in the case of *The Driefontein Consolidated Mines (Limited)* v. *Janson* (17 Times L. R. 604), in which the Court of Appeal decided against the underwriter and which is now awaiting consideration in the House of Lords. Phillimore, J., held that the loss was caused by "seizure" within the meaning of the exemption in the policy, and the defendants were not liable. From that decision the plaintiffs appealed.

THE COURT dismissed the appeal.

COLLINS, M.R., said this seizure was accompanied by the indicia of overwhelming force, the authority to seize the gold being based on the suspension, it might be the constitutional suspension of the ordinary law. The warranty clause excepted, besides capture, seizure, and detention, "all consequences of riots, civil commotions, hostilities, or warlike operations whether before or after declaration of war." The commandoes had been called out, which let in the suspension of the ordinary laws of the state. It was a supreme emergency and let in the doctrine of *salus populi suprema lex*. There were therefore warlike operations before the declaration of war, and the seizure of the gold was a consequence of these warlike operations. The law fell, therefore, within more than one of the risks excepted from the policy. The judgment appealed from was therefore right and the appeal failed.

MATHEW and COZENS-HARDY, L.JJ., concurred. — COUNSEL, *Lawson Walton*, K.C., *J. A. Hamilton*, K.C., and *John Dove*; *Lord Robert Cecil*, K.C., and *Lochnis*. SOLICITORS, *Ingle, Holmes, & Sons*; *Waltons, Johnson, Bubb, & Whatton*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

BARNARD CASTLE URBAN DISTRICT COUNCIL *v.* WILSON AND OTHERS. No. 2. 18th July.

WATERWORKS—LOCAL GOVERNMENT—SCHOOL—SWIMMING BATH—DOMESTIC PURPOSES—WATERWORKS CLAUSES ACT, 1863 (26 & 27 VICT. c. 93), s. 12—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 56, 65.

This was an appeal against a decision of Buckley, J. (reported 50 W. R. 92; 1901, 2 Ch. 813). The case raised a question of importance to local authorities supplying water in accordance with the Waterworks Clauses Acts, 1847 and 1863, and the Public Health Act, 1875, being whether the supply of water for a swimming bath at a school (carried on under a scheme approved by the Sovereign in Council, which provided that funds not thereby required or directed to be otherwise applied or disposed of should be transferred to the official trustees of charitable funds in trust for the foundation) was a "supply of water for domestic purposes" or a "supply for any trade, manufacture, or business," within section 12 of the Waterworks Clauses Act, 1863. In the latter case the water would have to be paid for at a special rate, and not according to the assessment on the net annual value of the premises. The plaintiffs are the urban sanitary authority authorized to provide water to the urban district of Barnard Castle, and the defendants represent the governors of the North-Eastern County School, at Barnard Castle, and within the district. The defendants have erected a swimming bath which holds about 35,000 gallons of water, and the question was whether the supply of water for the bath was a supply for domestic purposes or a supply for the purposes of any trade, manufacture, or business. Buckley, J., held that the supply of water to the bath was for "domestic purposes." His lordship accordingly made a declaration that the governors were entitled to the supply to the swimming bath as for domestic purposes within the meaning of the Acts. The plaintiffs appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—A large part of the argument for the appellants is based on this, that it is not likely that the Legislature could have intended to put the water authority under an obligation to supply water in such a case as the present. But the court is bound to look at the words of the Act, and unless the natural construction would lead to an absurd result, the court must give the natural construction to the words. By section 53 of the Waterworks Clauses Act, 1847, every owner and occupier of any dwelling-house within the district is entitled to demand and receive a sufficient supply of water "for his domestic purposes." From the cases which have been decided on this section it is plain that a supply of water for "domestic purposes" is one which must be obtained inside the house, not that it must be such a supply as is essential to the occupation or the healthy occupation of the house. There is no such limitation of the meaning. Then comes section 12 of the Act of 1863, which excepts certain things from "domestic purposes." I infer from these statutory exceptions that the things excepted would, before the Act of 1863, have fallen within section 53 of the Act of 1847, and that to take them out of that section it was necessary to have an express statutory exception. After the decision in *Busby* v. *Chesterfield Waterworks and Gas Light Co.* (6 W.R. 515, E.B. & E. 176), which was approved in *Bristol Waterworks Co.* v. *Wren* (15 Q. B. D. 637), it is impossible to say that water supplied for the purpose of the healthy and more convenient occupation of a house or for increasing its amenities to the owner or occupier is not supplied for domestic purposes. And that cannot, in my opinion, be cut down by saying that the user is not a usual one. Another limitation suggested is that the user must be reasonable with reference to the capacity of the water authority to supply the district. But here the plaintiffs admit their capacity to supply the defendants, though they say they are entitled to make a special charge for doing so. Then it is said that the supply must be reasonable as regards the subject-matter. I cannot find, either in the Act or in any reported case, any trace of such a limitation. With regard to the exception in section 12 of the Act of 1863 I agree with Buckley, J., that the carrying on of a school is a business, and I also agree with him that the fact that a house is used for a business does not prevent there being a supply of water for domestic purposes within the house. Buckley, J.'s, conclusion of fact was that this bath was constructed that the occupation of the house by the boys might be a healthy one. My brethren differ from this conclusion of fact and think that the bath was really constructed for the purpose of teaching swimming to the boys. I do not like to differ from them upon this conclusion of fact, though I should have preferred to have further information on the point. I agree, therefore, that the appeal must be allowed. But I do not intend to decide that in every case the supply of water for a swimming bath would necessarily be a supply of water for mere domestic purposes.

ROMER, L.J.—This case gives rise to some questions of general importance, and I think it right to state my view. I do not think that the true test is whether the water is used and consumed for the private purposes of the occupier and his household. I think that test would be too large. For instance, if an occupier used water supplied at high pressure as a motive power to drive a dynamo for lighting his house with electricity, in my opinion that would not be a user for domestic purposes. Some regard must be had to the ordinary habits of domestic life in this country and also to what can reasonably be considered a domestic purpose. I think the test of reasonableness ought also to be applied to the question of amount. It is a serious question if, in every case in which an occupier requires water for his enjoyment and pleasure, the water authority is bound to supply him without regard to the ordinary requirements of their district for the purposes of drinking, washing, and sanitation. Each case must be considered with some regard to what is reasonable, and it must be seen in each case whether the supply of water is reasonably required for domestic purposes. I am not prepared to hold that in every case a supply of water to a swimming bath erected by an occupier is a supply of water for domestic purposes. Suppose an occupier who has a large garden chooses to construct in it a large swimming bath for his recreation and pleasure, he is not in my opinion entitled to a supply of water to the bath as for domestic purposes. Looking at the circumstances of the present case, I think that the water of the bath was not required for domestic purposes. It appears to me that the bath was really erected and required for the purposes of the business of the school, and not for the domestic purposes of the school considered as a *domus* or home.

STIRLING, L.J., agreed. His lordship thought that the swimming bath was used for educational purposes—in other words, for the business of the school. On the question of fact he differed, with the greatest respect, from Buckley, J.—COUNSEL, *Upjohn*, K.C., and *Lushington*; *A. T. Lawrence*, K.C., and *R. C. Glen*. SOLICITORS, *Doyle, Devonshire, & Woodhouse*, for *J. Ingram Dawson*, Barnard Castle; *Huntingdon & Leaf*, for *A. T. Piper*, Barnard Castle.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

HOLLOWAY BROTHERS (LIM.) *v.* HILL. Byrne, J. 15th July.

INJUNCTION—NEGATIVE COVENANT BY LESSOR AND HIS ASSIGNS AS TO USE OF LAND RETAINED—LESSEE—PARTIES—NOTICE.

This was an action on the part of the plaintiffs Holloway Brothers (Limited) for an injunction to restrain the defendant Hill from permitting to be carried on, and the defendants Berrick Brothers from carrying on at the premises hereinafter mentioned, the trade or business of a tailor for men or boys in breach of a covenant in a lease bearing date the 10th of September, 1901, and made between the plaintiffs and Hill. The facts of the case were as follows: Hill was owner of a block of shops at Tottenham, Middlesex, known as Nos. 41, 42, 43, and 50, Grand-parade. By the said lease Hill

demised Nos. 41, 42, and 43 to the plaintiff company for a term of twenty-one years at the rent of £410 per annum and thereby covenanted for himself, his heirs, executors, administrators, and assigns, that he, his heirs, executors, administrators, and assigns, would not during the first ten years of the said term carry on nor suffer to be carried on by others upon any part of the premises No. 50, Grand-parade the trade or business of a general clothier and a tailor for men and boys; and further that if and in any case the aforesaid premises should at any time during the continuance of the said term be sold or disposed of or the legal estate therein should became vested in any other person or persons whomsoever, the aforesaid covenant on the part of the lessor should be binding as well on any purchaser or purchasers, person or persons, in whom during the aforesaid period the legal estate in the aforesaid premises should be or become vested as on the executors, administrators, and assigns of such purchaser or purchasers, person or persons as aforesaid. And the plaintiffs covenanted with the lessor that they would not, without his consent, use or permit the premises to be used during the said period for any business save that of a clothier and tailor and general outfitter, such trade not to include the sale or dealing in boots and shoes. By a lease bearing date the 10th of March, 1902, Hill demised No. 50 to Berrick Brothers, tailors, who there carried on the business of a tailor for men and boys. So far as Hill was concerned there was practically no defence. Berrick Brothers submitted that they were not assigns of Hill within the meaning of the covenant, and that they took the lease without notice actual or to be imputed of the covenant.

Byrne, J., in giving judgment, stated that a negative bargain—that is to say, a bargain against a particular user of land retained on sale or lease of part of the estate might be enforced by any person entitled in equity to the benefit of the bargain against any person bound in equity by notice of it either express or to be imputed at the time of the acquisition of his title. This right depended upon the equitable doctrine applicable, and did not depend upon the existence of a covenant running with the land, nor to any right of relief under the common law: *Tulk* v. *Moxhay* (2 Ph. 774) and *Johnstone* v. *Hall* (2 K. & J 414) Whether the landlord was properly joined in such an action as the present depended on circumstances. In the present case he was properly made a party. So far as the construction of the covenant was concerned his lordship was of opinion that the mention of assigns without the mention of lessees afforded no ground, standing alone, for holding that the covenant was not binding on the defendants Berrick Brothers, and in other respects, although lessees were not mentioned *eo nomine*. With regard to notice, it was admitted that but for section 3 of the Conveyancing Act, 1881, the defendants Berrick Brothers would have been bound without actual notice. It was only necessary to decide here that even if these defendants had not actual notice (as to which his lordship was not satisfied) the terms of the covenant would have come to the knowledge of their agent if he had made such inquiries as, with the knowledge that he did possess, he ought to have made. The injunction must be granted with costs.—Counsel, *Levett*, K.C., and *Northcote*; *Rowden*, K.C., and *Quin*; *Norton*, K.C., and *Lomer*. Solicitors, *W. H. Hudson*; *Hammond & Richards*; *Armitage & Strouts*.

[Reported by J. Arthur Price, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

LEONARD AND ANOTHER v. **LEONARD AND OTHERS.** Barnes, J. 16th, 17th, and 18th July.

Probate—Destruction and Substitution of Sheets of Will.

This was a probate action in which the plaintiffs, Mrs. Ada Leonard and Mr. Edgar Hyde, propounded five testamentary sheets which purported to be the will of the late Mr. Hugh Leonard, of 7, Hanover-square, W., who died on the 15th of December, 1901, and alternatively they propounded only two of those documents. The defendant, Jane Leonard, who was a daughter of the deceased, propounded all five documents, and alternatively asked for an intestacy. Briefly the facts were these: The testator, prior to 1899, had made a will which he had deposited with Messrs Coutts, his bankers. On the 14th of June, 1901, he took it from them. He then had a draft will engrossed by a firm of law stationers, which consisted of five sheets, and on the 16th of June he executed the same at the Oriental Club and two of the club servants attested the same. It appeared, however, that on three subsequent occasions he substituted some of these sheets for other sheets and signed and attested them, the last occasion being on the 9th of December, 1901, at the club and in the presence of the same club servants. After the testator's death the executor, who was also a member of the Oriental Club, heard that the testator had executed his will as late as the 9th of December, 1901, though the will purported to have been executed on the 16th of June, 1900. A somewhat tangled account of what did take place was procured, and the executor thought the proper thing was to lay the case before the court. In support of the will it was contended by counsel that the destruction and substitution of some of the sheets of the will in the above circumstances would not amount to a revocation of the whole will as there was no evidence of an *animus revocandi*.

Barnes, J., in delivering judgment, after observing what a remarkable illustration the case was of the danger of altering a will, reviewed the evidence in detail and found as a fact that the last three sheets of the will were the original three sheets of it, and were duly executed, but those that were now the first two sheets had been signed by the testator and the attesting witnesses on the 9th of December, 1901. The testator had, the court found, destroyed the original first two pages before the time when those now appearing as the first two purported to have been executed. Such being the facts, the law to be applied to them was indicated in *Clarke* v. *Scripps* (2 Rob. Ecc. Rep. 563), and *In the Goods of Woodward* (2 P. & D. 206), and a passage on p. 45 of Theobald on Wills (5th ed.). The last three sheets had, on the destruction of the two that preceded them, become unintelligible and unworkable, and such destruction of part destroyed the whole. The testator had no doubt intended to attach two sheets in front of the three that remained, but the legal result was that the whole will was revoked: *Ewen* v. *Franklin* (Deane's Ecc. Rep. 7), *Sweetland* v. *Sweetland* (34 L. J. P. & M. 42), *Phipps* v. *Hale* (3 P. & D. 166). The signatures on the first two pages were, it seemed to the court, put to identify them as part of the whole will, but that had no effect in law. None of the pages were, therefore, valid documents of a testamentary character, and the will must therefore be entirely pronounced against, the costs being allowed out of the estate.—Counsel, *Priestley*; *Bargrave Deane*, K.C., and *Barnard*; *Inderwick*, K.C., and *Grazebrook*; *R. A. Pritchard*; *Frank Russell*. Solicitors, *Sanderson & Co.*; *F. H. Edwards*; *C. Russell & Co*; *Rowcliffes*.

[Reported by Gwynne Hall, Esq., Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL MEETING.

The annual general meeting of the Incorporated Law Society was held on Friday, the 18th inst., at the Society's Hall, Chancery-lane, Sir Henry Fowler, M.P., the retiring president, taking the chair. The following members of the Council were among those present: Sir A. K. Rollit, M.P. (vice-president), Mr. Joseph Addison, Mr. Henry Attlee, Mr. Charles Mylne Barker, Mr. James Samuel Beale, Mr. Ebenezer John Bristow, Mr. John Wreford Budd, Mr. Charles Cheston, Mr. Robert Cunliffe, Mr. Robert Ellett (Cirencester), Mr. George Edgar Frere, Mr. William Godden, Mr. William Howard Gray, Mr. John Edward Gray Hill (Liverpool), Mr. Henry Edward Gribble, Mr. John Hollams, Mr. Harry Wilmot Lee, Mr. Henry Manisty, Mr. Charles Berkeley Margetts (Huntingdon), Mr. Thomas Marshall (Leeds), Mr. Richard Pennington, Mr. Thomas Rawle, Mr. Charles Stewart, Mr. William Melmoth Walters, and Mr. Arthur Wightman (Sheffield). Also the following extraordinary members: Mr. H. Baines (Berks, Bucks, and Oxford Law Society, Oxford), Mr. J. T. Doyle (Manchester), and Mr. F. O. Taylor (Norwich).

President and Vice-President.

The following were elected president and vice-president of the society for the year ensuing: Sir Albert Kaye Rollit, D.C.L., M.P.; Mr. John Edward Gray Hill.

Thanks to President.

Sir Edward Knocker (Dover) moved: "That the thanks of the society be given to Sir Henry Fowler for his conduct as president of the society during the past year." He said it was a decided advantage to the society to have had as its president a member of the profession who held such a distinguished position in the councils of the nation.

Mr. Grinham Keen (London), in seconding the motion, observed that he knew how great an interest the president had taken in many matters the society had very much at heart, such as solicitors' legal appointments and so on, which were referred to in the annual report.

Mr. Charles Ford (London), cordially supported the motion. He was very glad to see this new departure—this innovation he might call it, of a vote of thanks to the retiring president. It was most unfortunate that year after year the president was allowed to leave the chair without a word of acknowledgment of his very valuable services.

The motion having been carried with acclamation,

The President said he did not know whether in his official capacity he ought to have sanctioned this innovation, as Mr. Ford had properly described it. But he should be wanting in proper expression of his feelings if he did not say this was an honour he appreciated more than any that had come to him during his year of office. It was a very difficult thing—as he thought his colleagues knew—to guide the ordinary routine affairs of a society like this, exposed as it was to a great deal of criticism, which was sometimes fair and sometimes unfair, to guide it so as to promote its interests and in no way to derogate from the position it rightly and justly claimed as representing the important branch of the profession to which they all belonged. If he had rendered any service thereto during his year of office he was more than repaid. He could not help recalling his connection with the society in years gone by, when he had listened in that hall and learned a great deal from the mode of teaching which at the time was popular, and he was afraid was now unpopular—namely, the lectures. He could remember that he had learned a great deal, at all events so far as conveyancing and equity law was concerned, which he did not get from books, from the very able and intelligent lecturer who had presided. He might also recall his examination in that hall, which was not so strict as it was nowadays, and was conducted much more rapidly. He could assure them he valued very highly the expression of confidence which had been shewn in him in placing his portrait in the hall, especially that it was in connection with the office he had had the honour to hold in the service of the Crown and the country. So long as he remained in Parliament no effort he could possibly make should be wanting to promote the best interests of the profession and to guard its welfare. Although the society had not had many Parliamentary successes during the year, they had succeeded in carrying one important matter—namely, that concerned with solicitors' legal appointments referred to by Mr. Keen, which he thought had removed what was a considerable injustice.

Vacancies on the Council.

The President announced that there were fourteen vacancies on the Council, caused by the retirement of ten members in rotation the resignations of Mr. Joseph Addison, Mr. Henry Manisty, and Mr. John Hunter, and the death of Mr. F. R. Parker. The whole of the retiring members sought re-election, and there were five additional candidates, the complete list being as follows: Mr. Ebenezer John Bristow*, Mr. Harvey Clifton, Mr. Robert Cunliffe*, Mr. William Edward Gillet, Mr. William Godden*, Mr. Henry James Johnson*, Mr. William George King, Mr. Harry Wilmot Lee*, Mr. Richard Pennington*, Mr. Charles Leopold Samson, Mr. Charles Stewart*, Mr. Walter Trower, Mr. William Melmoth Walters*, Mr. William Howard Winterbotham*, and Mr. Philip Witham*. All the candidates practise in London The names marked with an asterisk are those of retiring members. He observed that, as the candidates were more in number than the vacancies, an election by ballot would be necessary, and the following gentlemen were appointed to act as scrutineers: Mr. Fraser, Mr. Leslie Hunter, Mr. Ingles, Mr. Sinclair, and Mr. Woodhouse. The 6th of August was appointed for the acceptance of the scrutineers' report.

Auditors.

The following were elected auditors of the society's accounts for the year ensuing: Mr. John Stephens Chappelow, F.C.A., Mr. Mitchell Templeton, and Mr. William Herman du Buisson.

Society's Accounts.

The President moved the adoption of the society's accounts, which shewed a total income of £36,745 7s. 8d., being an excess of income over expenditure of £5,404 11s. 7d.

Mr. Ford expressed his satisfaction that the accounts were put before the meeting in a motion distinct from the report. He must again refer to the dreadful injustice shewn by the accounts in the matter of the articled clerks' account The particular section of the Solicitors Act said that all the funds received from the articled clerks were to be applied exclusively for their benefit and advantage. He objected to the Council charging a large part of the "rates and taxes and voluntary subscriptions" against the articled clerks' fund. It was utterly unfair. They also charged a large part of the "salaries to officers, clerks, and servants, and pensions" to the fund, and positively one-half of the "house expenses." There were also other items, including "postage and sundries." One did not, of course, object to "refreshments to assistant examiners, &c" This was a proper item, and was really extremely moderate. But apart from that there was the item "fees to tutors, assistant examiners, &c., and grants to provincial law societies, £3,583," all lumped together in a most confusing manner. Grants to provincial law societies meant that out of the £3,583 debited to the students for this item only £800 was spent by the governing body in assisting legal education in the provinces—£100 went to Birmingham, £100 to Manchester, something to Liverpool, and that was all. All the other towns got no assistance whatever. Then there was a miserable return in the shape of the comparatively few men who took any advantage of the society's system of tutorship. It was a most unsatisfactory system, in which the Postmaster-General was called in and clerks were dug out of remote parts of the country with his aid. That was what they called legal education. In face of the section of the Act of Parliament which said that all the revenues from articled clerks were to be applied to the purposes of legal education the society was contributing, out of the £8 337 received from the articled clerks, for "prizes (exclusive of Trust Fund prizes), binding, &c," £174 9s. 4d. He lived in hope that something far better would be done by the Council for legal education.

Mr R. Pennington (London, Chairman of the Finance Committee) said that they had heard from Mr. Ford what they had heard on many previous occasions; but he could not agree with him that it was unreasonable that the articled clerks' fund should bear some portion of the expenses which were necessarily incurred in carrying on the business of the society. He must repeat what he had said so many times before, that a specific complaint having been made against the Council for the manner in which they dealt with the articled clerks' fund to the then Lord Chief Justice and the Master of the Rolls, the Council were requested to attend those gentlemen, and the president of the year did so, together with himself and Mr. Williamson, the secretary, and the matter was discussed at very considerable length. Lord Coleridge, who was then Lord Chief Justice, a gentleman who was not in the habit of passing anything which ought not to be agreed to without proper inquiry and evidence, discussed all these items with him at very considerable length. The conclusion which Lord Coleridge came to was that the accounts were proper in every respect, and that it was right the Council should charge the fund—or at any rate that it was not wrong to do so—some portions of the expenses for the benefits the society conferred upon the articled clerks. He (Mr. Pennington) could not see why it was unreasonable that the articled clerks' fund should pay part of the rent of the society's building. If the building were not devoted to their service, they must go somewhere else, and rent would have to be paid. Neither could he see why they should not pay a portion of the rates and taxes and other expenses. He quite sympathised with Mr. Ford in regard to legal education, but at the same time justice must be done to the society. The funds must be dealt with justly, and he failed to see that there was any reasonable ground for making any alteration. The Council took a great deal of pains to ascertain correctly what proportion of expenses the articled clerks' fund ought to bear. They had obtained the opinion of eminent surveyors on the subject, and the figures were based on the report they had made, and he hoped the society would think the Council were doing no injustice to articled clerks. Mr. Ford had said the society's finances were not in a satisfactory condition. For the first time for many years the finances were in a very satisfactory condition. A balance was shewn in excess of expenditure of £5,404 11s. 7d. In olden times the balance was very frequently the other way, and the society was burdened with a heavy debt, which had now entirely disappeared.

Mr. Ford said there was an item of £5,400 for "nominal rent of the society's premises taken at the amount of the property tax assessment and apportioned to each fund per contra."

Mr. Pennington said that it could only be charged as nominal rent; there was no other way of dealing with it. The Council charged against the articled clerks' fund a nominal rent—there was no actual rent paid. The grant to provincial law societies of £800 was, of course, much less than the Council could wish, and he hoped that the result of the consideration which was now being given most earnestly to the subject of legal education would be that they would be able to contribute a good deal more than in the past to this object. But it must be remembered that the members had voted the expenditure of a very large sum of money for enlarging the building, and that expenditure would involve a loss of income of very nearly £3,000 a year. That must necessarily cripple the society's resources so far as legal education was concerned for some time. He hoped that his successors in office would gradually get rid of that with all possible speed. When they had done so he hoped the society would have in the future a very handsome balance applicable to the purposes of legal education in accordance with the charter. Mr. Ford also objected to the present system of legal education. He (Mr. Pennington) agreed that, like the previous system by lectures, it had failed, but what could be suggested in its place he was unable to say. He had his own hopes, but it would not, of course, be proper to say anything now. The matter was in the hands of a special committee appointed to consider the subject, and he hoped that when the next report came up a paragraph would be included which would give Mr. Ford the utmost contentment.

The accounts were unanimously agreed to.

Annual Report.

The President moved the adoption of the annual report. He observed that there were one or two points to which he would like to call the attention of the meeting. The first was with regard to the retirement of several members of the Council. There had been one death during the year among the members of the Council, the death of Mr. Frank Rowley Parker. He had not been a member of the Council for long, but he had given those who sat with him the strongest and clearest indications that he would render very valuable service to the society by his judgment and ability, and by his constant attendance at the various meetings, and the Council deeply deplored his premature death. They had conveyed an expression of their regret and sympathy to the members of his family. The society also lost this year—and he thought the members who were most anxious to have what was called "new blood" on the Council would share with him in the opinion that they were losing most valuable services—they lost the services of Mr John Hunter, Mr. Joseph Addison, and Mr. Henry Manisty. Mr Hunter was elected to the Council so far back as 1882. He was president in 1894, and he had rendered very great services on several important committees. He was retiring on the ground of ill-health, and also he was giving up active public and professional life Mr. Addison had for twenty years been one of the most constant attendants at the meetings of the Council, and what was perhaps equally important, if not more so, at the committee meetings. He was president in 1897, and he felt that the time had arrived when he should give place to some younger man. Mr. Manisty had been a member of the Council for seventeen years. He was president in 1899, and rendered signal service to the society in the course of his year of office. The society was sustaining another loss, and he was sure Mr. Ford would be sorry to hear it. The society was in the position of the country at this moment, for they were losing a chancellor of the exchequer. Mr. Pennington was about to cease to be responsible for the control and management of the society's financial affairs. He had, during a long series of years, rendered the greatest services to the society. He had kept the strictest watch over the income and expenditure, and he had the pleasure to-day of presenting what, as he had truly said, was perhaps the most satisfactory budget which had been presented for a long series of years. Everything had been kept up in the most efficient state, and the society had got rid of their heavy mortgage debt, which, of course, was a serious burden for a long period, and a balance of income was shewn over expenditure. He was sure Mr. Pennington would retire from the position of chairman of the Finance Committee with the confidence and approval of the whole of the society.

Election of Council.

He (the President) might say in passing, with reference to the Council themselves, that there had been some discussion at these general meetings again and again as to improving the method of electing members of Council. The Council had inquired into the matter this year and last year and many years before, and they were unable at present to recommend any workable plan which would be an improvement upon the present system. They considered, with no prejudice in its favour, after looking at it from all points, that the present system was working very well. There was a constant infusion of new blood. And although they would consider most carefully any sufficient proposal with a view to carrying out the views of certain gentlemen interested in the question, so far as they were concerned no scheme had yet been suggested which they were prepared to recommend. They did propose one alteration with reference to the extraordinary members. These were at present selected from the presidents of provincial law societies, and they held office for a year only. That, of course, limited the choice of the local law societies to their presidents for the

year, who might or might not be available; and it prevented these gentlemen, who went out of office at the end of the year, from gaining that experience which was absolutely necessary for rendering effective service. The Council proposed that as vacancies occurred they (the Council) should nominate provincial law societies to elect extraordinary members. They would then not be fettered to the president for the year, but might choose whom they liked, and that the member selected should hold office for a term not exceeding three years. That secured variety of choice and continuity of practice. The statistics were worth remembering. Perhaps the labour involved in membership of the Council was not always appreciated. The Council had met during the year thirty-six times and they had had 197 committee meetings. The bulk of the work was, of course, done in the committee. The membership of the society had slightly improved; he wished it had improved much more. There were at present 7,819 members, 3,675 of whom practised in London, 4,144 in the country. It was to the interest of the profession far more than the society that the membership should be largely increased.

Enlargement of Building.

Mr. Pennington had already alluded to it, and he would only say after very careful consideration in the course of the year the Council decided to extend the society's buildings, and adapt them to the growing needs of the society and its increased membership. The members of the Council who had had the matter in hand had finally settled the plans, and they had signed a contract with a well-known firm of builders to carry out the work. He thought he might say with accuracy that the contract was for a smaller sum than the estimates which were presented to and approved by the society.

Library.

As to the Library, 500 volumes had been added in the course of the year and it was one of the most valuable libraries in London. At present it consisted of 38,000 volumes.

Legal Education.

Coming to the question of legal education, alluded to by Mr. Ford and Mr. Pennington, he thought it was in a very unsatisfactory state, but he did not blame anybody for that. Experiments had been tried and the result had not been satisfactory. He thought the Council were well-advised in proceeding slowly and very cautiously before they committed themselves to any new plan. Of course, they had larger funds now. The amount really given, he might note in passing, for legal education this year was between £3,000 and £4,000, and not exactly the amount spoken of by Mr. Ford. There was only £800 granted to the provincial law societies, and he (the President) would like to see that increased. He had a hankering for seeing a well-considered and feasible scheme proposed which would meet with the approval of the profession and would tend to raise the standard—the intellectual standard—and the professional knowledge of the young men who were now being brought into the profession of the law. They could not afford to stand still any more than anyone else. The demand to-day was for a higher type of men in every description of work, whether of the hands or of the brains, and that demand must be followed, and he hoped it would not only be followed but passed. He thought one of the advantages which would accrue to the society from the choice which had been made of his successor was the fact that they would have during this most critical year at the head of the Council and the profession one who had taken a strong interest in the education of lawyers and in other departments of higher education, and who was intimately acquainted with the University of London. He had heard the debates for the last twelve months about legal education, and his mind at present was a blank sheet. He could not decide. There was so much to be said for and so much against. He thought the subject required a little more thrashing out before a satisfactory conclusion was arrived at. A special committee had been recently appointed to consider the question. That committee was a very strong one, and he thought it would be in a better position to review what had been done by previous committees and to initiate what it might think best than the committee which had previously sat.

Land Transfer.

There were three questions affecting their position with Parliament. He had no doubt there were those present, as there would be in any meeting of members of the profession, who had very strong feelings with reference to the subject of land transfer. The Council were of opinion, though there might be some slight differences of opinion with regard to the matter—they were of opinion that there ought to be an inquiry which should be independent, impartial, competent, and short, as to what had been the actual working of compulsory registration in London during the last three years. The inquiry would be very simple, and need not take long. What was wanted was to ascertain what it had cost, whether it had reduced or increased the cost of conveyancing, and whether it had strengthened or weakened the titles of those who had availed themselves of it. He could see no reason, Parliament having decided that the Act should be an experiment for three years, why evidence should not be taken as to whether it had been a success or a failure. Those who believed it to be a success surely did not shrink from having their belief strengthened by the production before an intelligent tribunal of evidence in its favour. Whilst those who doubted its utility had a right to shew how it was working and what were the figures. He himself was expressing no opinion with regard to it; but he thought the position taken up by the Council was a very strong one. They asked for further information before the operation of the Act was further extended. At the very last moment of the contest on the Bill in 1897 the Government made a very large concession to those who opposed the measure. They agreed that the system could not be imposed upon any county against the will of the county council, and this went further, for it was required that the county council should take the initiative in the matter. It could go into no county unless the county council asked for it. He thought the county councils were entitled to have some evidence placed before them before they were asked either to reject or assent to any resolution for the adoption of the Act. This was how the question stood. The Council could do no more. They had expressed their opinion with the greatest respect, and at the same time with the greatest persistence, to the Lord Chancellor, but the Lord Chancellor had told the present Prime Minister, who had told the House of Commons, that the Government see no reason for further inquiry. He (the President) could, however, say that the conveyancing members of the bar who were in Parliament were perfectly competent to discuss the question, and a member of the House of Commons had intimated that if he had the opportunity he would raise the question upon the vote for the Land Registry Office. There were two other questions on which the Council had endeavoured to obtain legislation. They had got the Stamp Act put right.

Real Estates.

There had been, as the practising members knew, a question of protecting purchasers and mortgagees of real estates against undisclosed bankruptcies. The Council had, as they thought, convinced the President of the Board of Trade that a substantial grievance existed, and, on his suggestion, they had prepared a Bill which had been introduced into the House of Commons by Sir Albert Rollit in co-operation with the Chamber of Commerce. The mysterious methods of the House of Commons had enabled that Bill to be blocked; he did not know why, and unless that block could be removed the Bill could not be proceeded with further this session.

Bankrupt Solicitors.

But there was another Bill to which he attached more importance, and that was the Bill in reference to solicitors. The society had been attacked for years on the ground that they did not sufficiently guard the character and personal reputation of the profession. The Council were of opinion that one of the steps they ought to be able to take was that where a member of the profession had either from misfortune or from graver causes been unable to pay his creditors, and had become a bankrupt, that they should be enabled to regard it as a *primâ facie* reason why he should not have his certificate renewed as a matter of course. If there were mitigating circumstances the Discipline Committee should have the power not to raise the question, but if on the other hand they thought it was desirable he should not have his certificate, he should have the right to appeal to the Master of the Rolls. That view of the Act had been maintained in the court of first instance, but the Court of Appeal had rejected it. A Bill to amend the law in this respect had been passed through the House of Lords at the instance of Lord Macnaghten, but it had the approval of the Lord Chief Justice and the Lord Chancellor. But that Bill again had been blocked, he did not know in whose interest. The Council were doing their best in the matter, and it might be possible to get it through in the salvage from the wreck at the end of the session. At all events, he would do his utmost to assist his successor in office to get it through. There were many other points of interest into which he had not time to go, but in rendering up his personal account of the work he had thought it necessary to touch upon these matters, and to assure the meeting on behalf of his colleagues who had been serving with him during his year of office, and with whom he had had the honour of working for many years past, that the Council were doing their best and devoting their utmost attention to remedying the defects which existed. There had been no burning, no personal questions during the year. There had been difficult questions, and the most difficult of all—about which there had been no party feeling—was that to which he had alluded at the provincial meeting at Oxford, and which he could not close without referring to again, the question of the improvement and development of legal education. He thought that if they did something in that direction they would not only earn but he believed they would receive the confidence of the profession and the public.

Sir Albert Rollit, D.C.L., M.P. (Vice-President), seconded the motion. He said he had been that moment and quite unexpectedly called upon to second the report. He had the fullest sense of the high honour of the presidency conferred upon him by the society, a position which was the head of the great branch of the profession to which he was proud to belong, and he hoped he should not only do his duty, but do nothing to derogate from the dignity given to it by his distinguished predecessors in the chair. In education, both general and legal, he had taken the greatest personal and practical interest throughout his life, and he hoped that primary attention to the subject, in connection with both the society itself and the University of London and other universities, would be given by both himself and the Council during the coming year, and he might also intimate that probably additional resources might be available to them for this great purpose, upon which the status of their profession so greatly depended. Their desire for legislation in relation to professional conduct, and the better regulation of professional duties, and also for the amendment of the bankruptcy law as to the title to estates of undischarged bankrupts, had been prevented by such proposals being blocked, which was one of the worst parts of our system of Parliamentary procedure, but the Council would persevere in their efforts in the interest of the public and the profession. All his own efforts in and outside the House of Commons should be devoted during his year of office to the promotion of public and professional interests, and especially to the promotion of legal education, and his experience of many years assured him of the cordial co-operation of the Council and members of the society.

COMPULSORY REGISTRATION.

Mr. J. S. RUBINSTEIN (London) said that every member reading the report must feel a sense of gratitude to the Council for the very laborious work performed by them during the past year. There was hardly a measure which affected the profession to which some reference had not been made. The particular subject which interested him was that of the Land Transfer Act. He was certainly a little disappointed when he heard the president say that he did not see that anything further could be done. He thought a great deal further could be done, and he hoped the society was not going to sit down and do nothing. He was quite alive to the difficulties of the position. There was in office at present a Lord Chancellor who practically prohibited any inquiry into the matter. They had for the last six months been endeavouring to bring about an inquiry, but they had appealed to deaf ears. But could they not do something? He had been invited a few weeks since to address a public meeting at Leeds called by the local law societies and to which all the leading men of the district were invited, including bankers, building society officials, auctioneers, and others interested. Four hundred people were present, and they listened to what he had to say regarding the practical working of the Act in London. Everybody in the meeting appeared to be convinced that there was no advantage to be gained from the adoption of the Act, and that, on the contrary, it was a most disastrous measure; and in the result a resolution was carried that there ought to be an inquiry. What happened in Leeds surely could take place in London, where there were so many who believed that compulsory registration was a disastrous matter. Why should not the society take the lead in calling a public meeting? They might invite, if they liked, the Lord Chancellor, and if he did not care to attend, let Mr. Brickdale, the Registrar, or any other of his friends be present. This would not be so extraordinary as it appeared, because after the Leeds meeting he (Mr. Rubinstein) had read a paper at a meeting of the Building Societies Association at Cheltenham, and Mr. Brickdale was present and joined in the discussion. There should be a public meeting called by the society, at which Mr. Brickdale should be present and at which there might be a discussion. He regretted to see by the report that there was to be no provincial meeting this year. It also stated as follows: "It has been in contemplation to hold a meeting in London, as in 1887, but the rebuilding operations in progress at the society's hall have compelled the abandonment of the idea of giving any general entertainment there until after the completion of the new buildings." He thought this was a matter exceedingly to be regretted. He looked upon the provincial meeting as most valuable, not only for the opportunity it afforded the members of meeting each other, but also on account of the papers which were read, and the advantages which ensued therefrom. Where but at the provincial meeting were the members to hear what they were accustomed to in the shape of the presidential address? He was sure every member looked forward to that with the greatest interest, and Sir Albert Rollit would have given them a most practical discourse. He hoped, if they were not to have a provincial meeting, which he very much deplored, that they would not be done out of the presidential address. He hoped that some way would be found of calling a meeting, if not in the country, at all events in London. He could not but express his great sense of indebtedness to the Council for the enormous amount of work they had done.

Mr. FORD also joined in an expression of the valuable services of the Council. He was sorry that there were many omissions in the report. At the last meeting of the society a motion was unanimously agreed to expressing dissatisfaction with the present methods by which the names of solicitors were removed from the roll. Under the present practice the matter was noised abroad. Applications were made to the King's Bench Court, and a feeling of discontent was raised in the public mind so that the profession was discreditably affected. Then there was not a word in the report about the Long Vacation. It was a question of growing consequence and importance. It was a scandalous injustice that the courts should be closed from the 10th of August to the 29th of October, and that nothing could be done to advance the interests of clients in the meantime. But the matter was moving. The Bar Council had taken it up, and had adopted a report of one of their committees recommending that the vacation should begin on the 1st of August and terminate on the 12th of October. That, of course, was not satisfactory to some, because what was wanted was a serious curtailment of the vacation. There was also not a word about a case which affected every solicitor in the country. That was the case of *Neal* v. *Gordon Lennox*. In that case written instructions were given by the solicitor on behalf of his client to Sir Edward Clarke, and by an oversight Sir Edward omitted to mention the important point in these written instructions, with the consequence that the Court of Appeal had actually decided that it was within the power of a member of the bar in disregard of his written instructions to take a course such as was taken in this case. And one of the first men who had endeavoured to get that state of things altered was Sir Edward Clarke himself. It was a most serious thing for a solicitor that he should at any time find himself in the position of having his written instructions disregarded. The matter of married women trustees had been for some time before the Council. There were some cases in which it was laid down that the husband should be a party to any deeds in connection with the trust, and in others it was laid down that he should not. This point ought to be settled. He was sorry to differ from the president with regard to the new system of electing extraordinary members of the Council. He thought it was not advisable that extraordinary members should be elected for three years. There was danger of it coming to the same system as the election of ordinary members of the Council, which was really for life.

The PRESIDENT: They were only to be elected for three years.

Mr. FORD said that perhaps before long that would become five years, and by-and-bye it would be the old story: election until the member passed to rest. It was a great blessing there was to be no provincial meeting. What was the value of it? They had a nice outing and came away having passed certain resolutions which were of no consequence at all—they were nothing but recommendations to the Council, and the Council took no action upon them. The supplying refreshments to members was but the old club under a new name. It was no longer the Law Club but the Luncheon Club, and it was a dead failure. The report said the carrying on of the luncheon rooms during 1901 involved the society in some loss, which, under the circumstances, and pending the introduction of a new system, was inevitable. The members were not to know whether it was a big loss or a little one. But the accounts gave it as £348 2s. 8d. Then the report said: "During the autumn a special committee, which included several members of the society who were not upon the Council, went into the whole question with great care, having failed in their attempts to arrange with several well-known firms of refreshment contractors to undertake the entire arrangements, advertisements were issued for the purpose of securing the services of a caterer who, for a consideration, would undertake all pecuniary responsibility and devote his whole time and attention to the business. After going through the most promising of the replies received, the Council, on the recommendation of the committee, entered into an arrangement with the steward of the late club, under which he undertook all pecuniary responsibility in consideration of a subsidy of £350 per annum. This sum and the cost of the upkeep of the rooms and fires and lights are the extent of the society's pecuniary engagements, and these expenses will, it is anticipated, be covered by the sums received by the society for table-money or commuted table-money, so that no charge on the general funds of the society may be entailed." They were not told the names of the committee and they were not favoured with their report. But the most important matter was that of legal education. He felt intensely gratified when he heard the president and the coming president declaring that this was a vital question and the coming president saying it was the one thing he would devote his attention to. He hoped the society was going to grapple with it, and that an exhaustive system would be brought forward, so that the solicitor branch of the profession would be held in higher esteem and would be better able to hold its own against the other branch. It was a miserable thing to spend only £800 on legal education in the provinces.

The PRESIDENT said that a large amount was spent in London on legal education.

Mr. GRAY HILL (Liverpool) said the reform which had been adopted with regard to the election of extraordinary members of the Council had been very strongly urged for a long time by the Liverpool Law Society. Under the old system it was necessary to elect the president for the time being of a country law society. Very often he was a busy man and was unable to attend the meetings in London. At the same time there might be some other member of experience who had the full confidence of the provincial law society and was less engaged, and who was able to attend the meetings of the Council. In the case of places at a distance from London the ability to attend was of the first importance, and upon this ground the change was made.

The PRESIDENT said that Mr. Ford had spoken of omissions in the report. The Council could not speak of everything they had been doing every day in the year. They had put in the report matters in which some result had been obtained. If Mr. Ford would inquire into the career of the reformers elsewhere he would find that they did not get every reform they asked for. It was a very weary work advocating reforms, and there were many repulses. The report of the special committee about refreshments had been circulated amongst the members of the society, and Mr. Ford must have overlooked it. All the story was told. At present there were some little extra expenses in the transition stage from one system to the other, but the committee who had the matter in charge were very sanguine and they hoped that it would form no charge upon the funds, as stated in the annual report. If it did, he could assure Mr. Ford that no one would be more constantly opposed to it than would he (the President). He fully held the doctrine that the society's funds ought to contribute to nothing of the sort. The scheme dealt with in the report the Council thought would be self-supporting, and if it was not it would have to go. No system would be maintained that was not self-supporting. With regard to married women trustees, the Council had drawn up a Bill which was before the Lord Chancellor, so that that had not been lost sight of. Then Mr. Ford raised a question about the responsibility of counsel, but that question was going to the House of Lords. They could not discuss that *pendente lite*.

Mr. FORD: We could have a watching brief.

The PRESIDENT did not think the society would have any *locus standi*. In the matter of the long vacation the Council were very powerless. The bar had passed a resolution to make it begin on the 1st of August and end on th 12th of October. To his mind that was trifling with the question. It was simply playing with dates. The grievance of the country was that for ten or eleven weeks justice was practically denied in this country. He was saying nothing he had not said in the House of Commons on many occasions. But they would never get it altered by the lawyers or the judges. It would have to be done by Parliament, and he was perfectly certain it would decide it if it had a fair chance now. The long vacation would not be tolerated in any other department of public life, but the resolution of the bar was hardly worth consideration. It was not radically dealing with the question. With reference to the autumnal provincial meeting, Mr. Ford had made some of his best speeches at those meetings and he did not know how they had permeated the minds of the profession. No doubt like the autumnal meetings of all other societies, they all partook more or

less of the nature of a picnic. The Council had endeavoured to restrict that, and to decrease the enormous cost to which the entertaining society was put. There had been an expectation that the society would have been able to hold a meeting this year in London, but that had broken down, and then it was too late to arrange for any other meeting. But he felt quite sure that under the auspices of the new president the profession would have some opportunity of meeting together in a social character before his year of office terminated.

The Report was adopted.

A vote of thanks to the President at the instance of Mr. RUBINSTEIN brought the proceedings to a close.

We conclude from p. 620 our extracts from the report of the Council:

Drafting of Acts of Parliament.—During the discussion of the new rules of procedure of the House of Commons the Council took the opportunity of calling the attention of members of the House to the resolution passed at the Oxford meeting, recommending that all important Bills affecting the general law should be referred back to the official Parliamentary counsel for their report as to the wording of such Bills after they have passed through committee, and that an opportunity should be afforded of amending any errors of language and confusion of meaning, or any conflict with existing law to which the attention of Parliament would thus be drawn.

Bankruptcy Law Amendment Bill.—The question of protecting purchasers and mortgagees of real estate against undisclosed bankruptcies has for many years engaged the attention of the Council, and they have been instrumental in effecting important improvements in the official indexes, the nature of which has from time to time been communicated to the members of the society. These improvements, while they are no doubt valuable, do not give the complete protection desired, and the Council have, therefore, placed themselves in communication with the Board of Trade, and they believe have satisfied the president that a substantial grievance exists. On his suggestion they have prepared a draft Bill, which has been introduced into the House of Commons by Sir Albert Rollit, in co-operation with the London Chamber of Commerce. The object of the Bill is to enable a bankrupt to make a good title to his property in favour of purchasers and mortgagees acting in good faith and not having notice that the trustee has intervened and claimed the property, whether they have notice of the bankruptcy or not.

County Justices' Clerks Bill—Certain clauses of this Bill appeared to the Council prejudicially to affect solicitors holding the office of justices' clerks, and in association with the Justices' Clerks' Society they were prepared to oppose the Bill. They have reason to understand that it will not be proceeded with.

Conveyancing Bills—The Council regret that there is no probability of the society's Bills being proceeded with during the present session.

County Courts Jurisdiction Extension Bill.—In pursuance of the intention expressed in the annual report of last year, the Council caused to be prepared a Bill to extend and amend the jurisdiction and practice of the county courts. The Bill has been introduced by Sir Albert Rollit and has been printed.

London Water Bill.—A clause was contained in this Bill to the effect that the Water Board proposed to be established might appear before any court, or in any legal proceeding, by their clerk or by any officer or member authorized either generally or in respect of any special proceeding by resolution of the board, and that their clerk, or any officer or person so authorized, should be at liberty to institute and carry on any proceeding which the board were authorized to institute or carry on. The Council presented a petition praying to be heard against the Bill, and ultimately it was arranged that the clause in question should be replaced by a clause to the following effect: "The clerk of the Water Board, or any officer or member thereof, acting under a general or special resolution of the board, may authorize the institution and carrying on or the defence of any proceeding which the board are authorized to institute, carry on, or defend: Provided that any information or complaint under any of the provisions of this Act, or any other Act, whether local or general, applying to the undertakings of the Metropolitan Water Companies or of the Water Board, or any bye-laws or regulations made thereunder, may be laid by an officer or member of the Water Board or by the clerk."

Licensing Bill.—The Council, in conjunction with the Justices' Clerks' Society, have raised objections to section 11 of this Bill, in so far as it restricted the practice of justices' clerks beyond their own districts. The Committee of the House of Commons amended the clause in question, but in such a manner as to give rise to other objections. The question is still receiving attention.

Public Sale Conditions—After careful consideration the Council have decided not to issue a set of conditions of sale applicable to the London district.

Appointment of Solicitors to Government Departments.—The Council are pleased to report that representations to the proper authorities on this subject have been attended with satisfactory results.

Taxation Department of the High Court.—Important rules affecting the taxation of costs in the High Court were issued under the Rules Publication Act in September of last year, and received the careful consideration of the Council. On the re-assembling of the courts, a deputation from the Council waited on the Lord Chief Justice, and discussed with him various modifications, with most of which he expressed approval. The rules as amended were issued in December, 1901.

County Court Rules Publication.—As stated in the last annual report, the Lord Chancellor had intimated that county court rules would in future be published in draft or otherwise fully communicated to those concerned before they are settled. The Council have had an opportunity of considering the draft rules as to administration orders under section 122 of the Bankruptcy Act, 1883, applicable to county courts, and have submitted observations thereon.

Stamps on Transfers to Continuing Trustees.—Communications have taken place between the Council and the Attorney-General with reference to section 62 of the Stamp Act, 1891, under which conveyances or transfers made for effectuating the appointment of a new trustee are not to be charged any higher duty than 10s.; but if a trustee retires and no new trustee is appointed, conveyances or transfers necessary for vesting the property in the continuing trustees only may become subject to an *ad valorem* duty. The Attorney-General instructed the Government draughtsman to prepare a clause to remedy the anomaly, and it has been moved as an amendment to the Finance Bill of the present year by Sir Henry Fowler, and has been accepted by the Government.

Business in Lunacy Chambers.—Numerous complaints have been made to the Council of delay in the Lunacy Office, and they have made communications to the Lord Chancellor on the subject.

Solicitors' Certificates—In the annual report for the year 1901 reference was made to the action of the Council in refusing to issue certificates to certain solicitors who had applied in the ordinary course under the Solicitors Act, 1843. According to the construction put upon this Act by the Divisional Court in *Re A Solicitor* (80 L. T. R. 720), the society had a discretion which the Council were entitled to exercise. In November last the case came under review of the Court of Appeal and was overruled. The decision of the Court of Appeal is reported C. A. 1901, W. N. 234. It must therefore be taken that if a solicitor applies to renew his certificate year by year it must be issued to him, and that it is only in cases coming within section 16 of the Solicitors Act, 1888—that is to say, cases in which a fresh certificate is applied for twelve months after the expiration of the previous certificate, and in cases coming within the Solicitors Act, 1899, that the society has a discretion to withhold it. The Council have promoted legislation on the subject, and the Bill has passed the House of Lords.

Proceedings under the Solicitors Acts, and the Stamp Act, 1891.—The thirteenth annual report of the Committee appointed under the Solicitors Act, 1888, will be found in the appendix. Convictions under section 12 of the Solicitors Act, 1874, have been obtained against eleven unqualified persons. Convictions under the same Act have also been obtained against four solicitors for practising without being duly qualified. The Council have been in communication with the Commissioners of Inland Revenue with regard to complaints against unqualified persons, for contravening section 44 of the Stamp Act, 1891, and in one instance the commissioners imposed a fine of £20 upon a house agent in Surrey for having made a charge for a tenancy agreement under seal which it was alleged he had prepared. The Council have also given attention to the not uncommon practice of building societies and others permitting their unqualified officers to fill up forms of conveyances and to receive remuneration for so doing. This in the opinion of the Council (in which they have the concurrence of the Commissioners of Inland Revenue) is within the restrictions imposed by the Act. An important building society has, on representations made by the Council, determined to discontinue the practice, and consequently the Council did not think it necessary to proceed further in that particular case. The commissioners also imposed the full penalty of £50 upon a solicitor for acting in a conveyancing matter whilst without a practising certificate. The Council communicated to the President of the Probate Division a complaint that the chief clerk of a district probate registry had been transacting probate work outside his official duty and charging for his services. The President, after making inquiries into the matter, informed the official that, in his lordship's opinion, he had done work that it was not desirable that he should perform in his private capacity. Seven appeals against the refusal of the society to grant practising certificates in cases coming within section 16 of the Solicitors Act, 1888, the majority having been refused on the ground that the applicant was an undischarged bankrupt, have since the date of the last annual report been heard by the Master of the Rolls, and his lordship has in every case upheld the Council's decision.

THE GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of the above society was held at Malmesbury on Wednesday in last week. The members met at the Bell Hotel, where, after a luncheon, the business of the meeting was transacted. The following members were present: Mr. W. Forrester (Malmesbury), president, in the chair; Mr. Charles Scott (Gloucester), vice-president; Messrs. C. F. Moir and Chubb (Malmesbury); J. Bryan, F. Hannam-Clark, H. Allen Armitage, Nigel D. Haines, G. Sheffield Blakeway, Francis W. Jones, H. H. Scott, and John W. Coren, hon. secretary (Gloucester); W. Warman, A. J. Morton Bell, A. H. G. Heelas, R. H. Smith, and E. P. Little (Stroud); C. Tudway, John Mullings, R. W. Ellett, E. B. Haygarth, and E. C. Sewell (Cirencester); W. H. Kinneir and A. Ernest Withy (Swindon); J. G. Wenden and R. H. Penley (Dursley); H. Bevir (Wotton Bassett); H. C. Forrester (Shaftesbury); J. B. Winterbotham and E. L. Baylis (Cheltenham).

The report of the committee of management for the past year was adopted on the motion of the president, seconded by the vice-president.

Gratuities to the amount of £82 10s. were voted to the relatives of deceased solicitors, and donations of £10 10s. to the Solicitors' Benevolent Association, and £21 to the Gloucestershire Law Library Society. It was resolved to continue in association with the Associated Provincial Law Societies for the current year.

Mr. Charles Scott (Gloucester) and Mr. Clement Tudway (Cirencester) were elected president and vice-president respectively for the year

ensuing. The following were elected as the committee of management for the year ensuing, together with the president, vice-president, and hon. secretary: Messrs. R. Ellett, W. Forrester, J. B. Winterbotham, E. C. Sewell, H. Bevir, J. Bryan, A. J. Morton Ball, J. P. Wilton Haines, and W. H. Kinneir.

The following new members were elected: Messrs. Geo. R. Bonnor, C. Granville Clutterbuck, and Ralph Fream (Gloucester); E. C. Elwell Highworth); A. W. Chubb and F. E. Smith (Malmesbury); S. B. Morrison (Swindon); R. H. Penley (Dureley); W. F. B. Warman and F. S. Whittingham (Stroud).

A vote of thanks to the retiring president concluded the business of the meeting.

The members then drove to Charlton Park, and, by the kind permission of the Countess of Suffolk, viewed the famous collection of pictures there, and afterwards proceeded to Lea Cottage, the residence of the President (Mr. W. Forrester), where they were entertained to tea by Mr. and the Misses Forrester, returning thence to the Bell Hotel, Malmesbury, to dinner.

The following are extracts from the report of the committee:

Members.—The number of members is now 112, of whom 78 are also members of the Incorporated Law Society of the United Kingdom. The committee would urge upon those members of their society who are not likewise members of the latter society the desirability of becoming so at an early date.

Funds of the Society.—Having regard to the amount of the accumulated funds of the society, it may be worthy of consideration at an early date whether its scope of usefulness might not be advantageously widened. The foundation of an exhibition of £50 per annum tenable by a son of a member at either Oxford, Cambridge or London, to enable him to take a degree in law, would be a novel and beneficial step by this society, and might lead to emulation by similar societies. Nothing would be better calculated to raise the tone of the profession, or establish a broader educational basis. But at the present time the suggestion is only made as a matter for future consideration.

Conditions of Sale.—A resolution passed at the last annual meeting ran thus:

"That the Associated Provincial Law Societies be requested to consider the question of preparing a form of conditions of sale applicable, say, to the West of England or other large areas of the country."

After discussion, the committee decided to enlarge and better define the scope of the resolution by inserting after the word "applicable" the words "to the sale of all properties situate within the area covered by the "associated societies." In this shape accordingly the resolution was forwarded to the secretary of the Associated Provincial Law Societies. The secretary at once submitted the resolution for consideration to the various societies included in the association, and followed up his action by calling a special meeting in London on the 13th of December last. Your president and Mr. Bevir attended the meeting, and personally placed the resolution before it; but inasmuch as the inclement state of the weather prevented the arrival of the representatives of the Northern societies, its further consideration was adjourned until the annual meeting of the association. The annual meeting did not take place until the 11th April last. It was then held at the Law Institution, with Mr. Ellett in the chair, and your president again moved the resolution, which was seconded by the representative of the Wolverhampton society. The feeling of the local societies appeared, however, to be so strongly adverse to its adoption that your president, with the approval of the chairman and the assent of the seconder, deemed it advisable to withdraw the resolution. Evidently the time has not yet arrived for the acceptance of any universal or *quasi*-universal set of conditions of sale. Upon the withdrawal of the society's resolution, your president intimated to the meeting his intention to submit a further resolution, enabling any member of a society affiliated to the Associated Law Societies to make use of the conditions of any other of those societies in case of a sale within the area of that particular society. Upon his opening the subject, however, he was met with an unanimous assurance from the representatives of the other societies that it was the accepted custom to always supply to members of each other's societies copies of local conditions of sale for use, and that consequently no such further resolution was necessary. Your president therefore feels himself warranted in assuring the committee, and, through the committee, the members of this society, that whenever any member has the conduct of a sale in any district of England he can always avail himself of the local conditions of sale in use in that district by an application for copies through the secretary of this society. It is believed that this will be of considerable practical utility and advantage both to practitioners and their clients.

Land Transfer Acts.—At the annual provincial meeting of the Incorporated Law Society at Oxford in October, 1901 (at which your president and Mr. E. C. Sewell were present) a paper on this subject was read by Mr. Rubinstein, of London, and a consequent resolution was passed, urging the Council to take measures to obtain an inquiry into the working of the Act since its adoption within the County of London. As a consequence of this resolution the Council prepared a report upon the subject, and the secretary of the Incorporated Law Society issued circulars to the country law societies requesting them to obtain signatures to petitions to the House of Commons for an independent public inquiry into the working of the Acts, and to solicit the assistance of Members of Parliament to that end. Your committee very carefully considered this proposal from the point of view of a country society formed to protect the interests of country solicitors. It appeared to them that at present the operation of the Land Transfer Act is purely a London question. The only bodies which have a tenable right to interfere are the City of London and the London County Council. The country at large is protected by the provisions in the Land Transfer Act of 1897, which leaves the further extension of the measure to the action of the county councils. And it appeared to your committee inexpedient to take any prominent part in regard to the application of the Act to the City of London, there being indications, since confirmed, that no general public inquiry would at present be granted. Your committee therefore resolved that this society would concur in any joint action which might be recommended by the Associated Provincial Societies. The subsubject was accordingly brought before the Associated Provincial Law Societies at their meeting on the 11th of April. The same suggestions presented themselves to the members of other societies than our own, and the following resolution was moved by Mr. Ellett from the chair and seconded by your president: "That the Associated Provincial Law Societies will be prepared to use their influence in support of any motion in Parliament to obtain an independent public inquiry as to the working of the system of compulsory registration, but are of opinion that in the absence of definite and satisfactory arrangements as to the nature and method of the Parliamentary action contemplated, it is not at present expedient to petition Parliament or to direct public attention to the subject in the provinces." This resolution was passed unanimously and forwarded to the Incorporated Law Society, and that body has since recognized that for the present the subject of the Land Transfer Acts is exclusively a London question. The full consideration of the Act of 1897 which this incident has led to has brought into greater prominence than hitherto appreciated, the importance of the county councils to the country at large in this particular. Your committee cannot too strongly urge upon every member of this society the importance of keeping every county councillor within the orbit of his influence fully informed of every case of delay, legal difficulties, or undue expense, which may come to his knowledge or notice consequent on the operation of the Land Transfer Acts in London.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

Preliminary Examination.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 2nd and 3rd of July, 1902:

Attenborough, Samuel Bernard
Bell, Sidney
Blake, Frederick William
Bock, John Vincent
Bothamley, Henry Walter Hastings
Brigden, John William
Briggs, Trevor Charles
Brook, Herbert William
Carter, John Frederick Heathcote
Carter, Robert Charles Heathcote
Clarkson, Alfred Bairstow
Clifford, Ernest Alfred
Collins, James Gordon Fenn
Coventry, Joseph Robinson
Cowley, George Hamilton Ivens
Croysdale, James
Curtis, Richard James
Dale, Robert Jacomb Norris
Dickson, Arthur Hubert
Dowson, Noel Cecil
Eldridge, Edmond Henry Maurice
Ellis, Charles Harold
Evans, John
Fawcett, John Francis St. Aubyn
Flooks, William Trevor
Foster, Hugh Matheson
Freer, Maurice Charles Lane
Friend, Leonard Michael
Gaskell, Geoffrey Whittall
Gooch, Sydney Hillstead
Griffiths, David William
Hanson, Walter Herbert
Helmar, Roy Helmerow
Hinds, James Oswald
Hutton, Arthur Miles
Jones, Cyril Gordon
Jones, Richard Tudor
Keogh, Alfred
Langham, John Uppleby
Layne, Charles Edward
Linley, Herbert
Little, Reginald St John
Lloyd, Richard
Loxdale, Geoffrey Francis
Malcolm, Roy Alexander
Martin, John William
Milburn, William Martin
Morris, Raymond Eardley
Moss, Edward Alfred
Osborne, Gerald
Peckett, Reginald Frank
Pharo, Axel Christian
Phillips, David Moses
Pope, Godfrey
Quilliam, William Henry Billal
Reid, Robert James
Roberts, Bertram Sautelle
Shepley-Taylor, William Leonard
Smith, Herbert
Spencer, Richard Decimus
Stacey, Herbert Leonard
Symes, Charles William
Tagart, Samuel Peter Bourn
Thomas, Gwynne
Thorpe, John William
Tylacke, Charles Noel Walker
Vandamm, Algernon Douglas
Walker, Rainforth Armitage
Ward, Alfred Douglas
Watts, Arthur
Whitcombe, John Herbert
Widdows, Charles James
Wilkinson, John Gay
Woodwark, George Graham

It is doubtful, says a writer in the *St. James's Gazette*, if ever two verbatim reports of a speech are quite alike; and speakers and reporters frequently disagree as to a certain word used by a speaker. "But I've kept my notes, and they can't lie," says one, only to find on referring to both notebooks that each has written down a different word. One remembers a singular instance in the Law Courts, where Lord Russell once made a short speech of such interest that every newspaper in England reported it. It was only eight lines long, but there were in London alone eight different versions of the speech.

LEGAL NEWS.

APPOINTMENT.

Mr. CLIFFORD WYNDHAM HOLGATE, barrister-at-law, has been appointed Chancellor of the Diocese of Salisbury.

GENERAL.

On Tuesday the following Bills received the Royal Assent: The Finance Bill, Royal Naval Reserve Volunteers Bill, Cremation Bill, Wild Birds Protection Acts Amendment Bill, British Museum Bill, Police Reservists Bill, University of Wales (Graduates) Bill, Musical Copyright Bill, Imperial Institute Bill, and other Bills and Provisional Orders.

A member of the American bar, who is also a member of the English bar, has, says the *Times*, presented the Royal Courts of Justice Bar Library with a complete collection of American statute law. With the English and Colonial statutes now in this library, these volumes form a unique collection of the statute law of the English-speaking countries.

On the 17th inst., in pursuance of the direction given by Mr. Justice Buckley, forty-eight petitions, most of which were for the winding up of companies, were in his lordship's paper. The petitions had been ordered to stand over generally at various dates from the 21st of January, 1893, to the 11th of December, 1901. Forty-five of the petitions were dismissed. In a few cases counsel appeared and asked for costs, but were refused. In one case a compulsory order was asked for, but was not granted.

One of David B. Hill's first lawsuits was, says the *Canadian Law Review*, a non-jury case, in which the opposing counsel was one of the best attorneys in New York State. Hill made a speech which lasted about three hours. It was such a speech as might be expected from a young lawyer, and it was very trying to the court. After he had finished, his opponent arose and said: "May it please the court, I intend to follow the example of my young friend and submit the case without argument."

Judge Barber, of the Court of Common Pleas, of Lucas County, Ohio, says the *Canadian Law Review*, issued an order a few days ago by which one Charles Newingham is specifically restrained from loafing. The petition for a restraining order was brought by William G. Simon, proprietor of a restaurant, who complains that Newingham continually loafs about his place of business, annoying the employees and harassing customers with intent to destroy the goodwill of the business. He alleges that it would be useless to bring suit for damages against Newingham, as no collection could be made and that the offence is not of such a nature as the police court would notice. The court, after considering the petition, issued the order, and if Newingham continues to loaf he will find himself in contempt of court.

It is announced that the King has been pleased to approve of the appointment of a Royal Commission to proceed to South Africa to inquire into the sentences imposed by military courts established under martial law in the South African Colonies and Protectorates, and to report whether, in the case of persons sentenced to terms of penal servitude and of imprisonment and to the payment of fines who are at the date of the report of the Commission undergoing any such sentences or have not paid but are then liable to pay any such fines, it is expedient, having regard to all the circumstances, that such sentences or fines should be remitted or reduced. The commissioners will be empowered to examine the records of the proceedings, depositions, and other documents, and, in any special case in which they deem it necessary, to call before them persons whom they may judge likely to afford any information upon the subject of the Commission. The commissioners to be appointed are the Lord Chief Justice of England, Mr. Justice Bigham, and Major-General Sir John Ardagh, K.C.I.E., and Mr. Gilbert Mellor, barrister-at-law, will act as secretary. The Commission will sail for Cape Town on the 9th of August.

On Tuesday a petition by the Middle Temple having reference to the sum of money realized by the sale of New-inn for the purposes of the new thoroughfare between Holborn and the Strand came before Mr. Justice Farwell. It appeared, says the *Times*, that in 1745 New-inn was leased by the members of the Middle Temple to the treasurer and ancients of New-inn for 300 years at a yearly rent of £4. When the London County Council (Improvements) Act, 1899, was before Parliament, it was agreed between the societies of the Middle Temple and of New-inn that, subject only to the life or other interests of the ancients of New-inn in chambers held by them and to the occupation leases of tenants, the fee simple in possession of the inn should be sold to the London County Council, and that after discharging the costs, charges, and expenses of the parties to the agreement, the purchase-money should, up to the sum of £150,000, be divided in certain proportions between the Middle Temple and New-inn. After the passing of the Act, it was further agreed between the two societies that the life interests of the ancients of the inn in the chambers held by them (for which they paid merely a nominal rent), including their claims for compensation for disturbance and removal, should be included in the sale to the London County Council; and that they should receive in respect thereof the sum of £26,000. After the London County Council had served notices to treat for the acquisition of the inn for the purposes of the proposed improvement, it was finally agreed between the Middle Temple, New-inn, and the ancients, on the one hand, and the London County Council on the other, that the total amount to be paid by the London County Council should be the sum of £157,500. In August, 1901, an action was commenced by the Attorney-General by and at the relation of the Incorporated Law Society against the treasurer and ancients of New-inn seeking a declaration that so much of the purchase-money paid by the London County Council as compensation for the purchase of the inn as might be allotted and apportioned to the society of New-inn was a charitable or public fund applicable for the purposes of legal education, and that a scheme for the regulation and management of the said charitable fund might be settled by the court. It has been proposed that the purchase of the inn by the London County Council should be effected according to the provisions of section 53 of the Act of 1889, and that the whole of the purchase-money should be paid into Messrs. Child's bank as mentioned as that section; but the county council declined to complete the purchase in that manner, on the ground that the title of the inn to sell the leasehold interest under the lease of 1745 had not been made out to their satisfaction; and with the assent of the Middle Temple and of New-inn, the county council purchased from the ancients collectively their life interests for £26,000, including compensation for disturbance, and also agreed to purchase from the societies of the Middle Temple and New-inn their respective interests for £131,500, and they paid that sum into court. The present petition asked for an order that this money should be paid out to the respective claimants in the shares mentioned in the schedule. One of the items was that a sum of £55,000 should be paid to the Attorney-General for the purposes of a scheme of legal education, the above-mentioned action being compromised on those terms. Mr. Justice Farwell made the order asked for.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.
Monday, July 28	Mr. Jackson	Mr. Theed	Mr. Church	Mr. R. Leach
Tuesday 29	Pemberton	W. Leach	Greswell	Godfrey
Wednesday 30	Godfrey	Theed	Church	R. Leach
Thursday 31	R. Leach	W. Leach	Greswell	Godfrey
Friday, August 1	Carrington	Theed	Church	R. Leach
Saturday 2	Beal	W. Leach	Greswell	Godfrey

Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday, July 28	Mr. Pemberton	Mr. Beal	Mr. King	Mr. W. Leach
Tuesday 29	Jackson	Carrington	Farmer	Theed
Wednesday 30	Pemberton	Beal	King	Farmer
Thursday 31	Jackson	Carrington	Farmer	King
Friday, August 1	Pemberton	Beal	King	Greswell
Saturday 2	Jackson	Carrington	Farmer	Church

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 29.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—West Norfolk: Freehold Residential and Sporting Estate of about 403a. 2r. 7p., known as Caversham House, in the parish of Wereham, about five miles from Downham Market (on the main line G.E.R.), and three miles from Stoke Ferry. The meets of the West Norfolk Foxhounds and the Downham Harriers are within easy reach. In One Lot, with Possession. Solicitors, Messrs. Reed & Wayman, Downham Market, Norfolk, and Messrs. Field, Roscoe, & Co., London.—Newhaven, Sussex: A Freehold, Manorial, Agricultural, and Sporting Property (free from Land Tax), of about 882½ acres, known as Denton Farm, extending from Newhaven Town Station, and comprising the major portion of the parish of Denton. Also, as a separate Lot, 5½ acres of Freehold Building Land, opposite Newhaven Town Station. Solicitors, Messrs. A. F. Griffith, Davie, & Smith, Brighton.—City of London: Freehold Investment, producing £180 per annum. Solicitors, Messrs. Charles Bannister & Reynolds, London (See advertisements, July 19, p. 4)

July 31.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—The Joiners' Arms, Westminster-bridge-road: A prominent and well-placed Freehold Fully-licensed Public-house, occupying a good corner position, with frontages of about 105ft. to Westminster-bridge-road. Freehold Licensed Properties: The Victory, 144, Ben Jonson-road, Stepney, at the corner of Carr-street (fully-licensed house); let on lease at £100. The Two Brewers, Giffin-street, Deptford (fully licensed); let on lease at £45. Solicitors, Messrs. Pakeman & Read, London. (See advertisements, July 19, p. 4.)

July 31.—Messrs. FAREBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & Co., at the Mart, at 2:—Freehold Business Premises, No. 30, Old Bond-street, situate on the west side between Piccadilly and the Royal Arcade, having a frontage and good depth, with a superficial area of 1,450 feet. There is a spacious double-fronted shop with show-room, offices, &c., in rear, also extensive cellarage and basement. Solicitors, Messrs. Parson, Lee, & Co., London. (See advertisements, July 12, p. 3.)

July 31.—Messrs. HENRY CHAPMAN & Co., at the Mart, at 1:—Freehold: Shop and Premises, No. 2, Pemberton-row; let at £105 per annum; area about 1,015 square feet. Freehold: No. 3a, Johnson's-court, a three-storeyed Workshop, at the rear of the above; let at £50 per annum; area about 735 square feet. Solicitor, S. T. Kingston, Esq., London. (See advertisement, this week, back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHILIAN CHEMICAL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Phillips Pike, 35 and 36, Wind st, Swansea. Linklater & Co, Bond ct, Walbrook, solors to liquidators

COMMON WEAL CONSOLIDATED, LIMITED—Petn for winding, presented July 15, directed to be heard July 29. Spyer & Sons, 53, New Broad st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 28

GAS ECONOMISING FOREIGN PATENTS, LIMITED—Creditors are required, on or before Aug 21, to send their names and addresses, and particulars of their debts and claims, to Oliver Prescott Macfarlane, 198, Leadenhall st

HIRAM MAXIM LAMP CO, LIMITED—Creditors are required, on or before Aug 27, to send their names and addresses, and the particulars of their debts or claims, to Walter Francis Mills, 37, Walbrook

Poiana Oil Co (Roumania), Limited (in Liquidation)—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Edward Wallace Lamport, 4, St Mary Axe

Saint Andrew's Steamship Co, Limited—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts and claims, to J. Merrett Wade, 5, Fenwick st, Liverpool

Turkish Régie Export Co, Limited—Creditors are required, on or before Aug 28, to send in their names and addresses, and the particulars of their debts and claims, to C B Charnaud, 169, Piccadilly. Travers-Smith & Co, Throgmorton av, solors

Watkins & Co, Limited (in Liquidation)—Creditors are required, on or before Aug 18, to send their names and addresses, and particulars of their debts or claims, to Robert James Ward, 2, Clement's inn Trass & Enever, Coleman st, solors to the liquidator

Westminster Press, Limited—Petn for winding up, presented July 15, directed to be heard July 29. Riddell & Co, 9, John st, Bedford row, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 28

West Riding Pure Ice and Cold Storage Co, Limited—Creditors are required, on or before Aug 22, to send their names and addresses, and the particulars of their debts or claims, to William Henry Armitage, Halifax Commercial Bank chmbrs, Bradford. England & Co, Halifax, solors for the liquidator

Yorkshire Club Chambers Co, Limited—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts or claims, to John Lane, 20 Blake st, York. Cowling & Swift, York, solors to the liquidator

London Gazette.—Tuesday, July 22.

JOINT STOCK COMPANIES.

Limited in Chancery.

Hunting & Co, Limited, Felling-on-Tyne—Creditors are required, on or before Sept 2, to send their names and addresses, and the particulars of their debts or claims, to Henry French, 47, John st, Sunderland. Huntly & Co, Sunderland, solors to the liquidator

Moncton Main Coal Co, Limited—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Alfred Tongue, 86, King st, Manchester. Broomhead & Co, Sheffield, solors to liquidator

Sensitized Paper Manufacturing Syndicate, Limited—Petn for winding up, presented July 17, directed to be heard Aug 5. Stileman & Neate, 16, Southampton st, Bloomsbury, petners in person. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 4

Swiss Railway Syndicate, Limited—Creditors are required, on or before July 31, to send their names and addresses to A. C. Giton, 11, Queen Victoria st. Warner & Co, Finsbury circus, solors to liquidator

Trafford Power and Light Supply, Limited—Creditors are required, on or before Sept. 6, to send their names and addresses and the particulars of their debts or claims, to Mr Edward Ernest Johnson, 78, King st, Manchester. Hawkins, Manchester, solor to liquidator

Union Mortgage Banking and Trust Co, Limited—Creditors are required, on or before Sept 23, to send their names and addresses, and the particulars of their debts or claims, to Right Hon John Young, 16, Eldon st, Liverpool st. Ashurst & Co, 17, Throgmorton av, solors to the liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, July 4.

Bach, L Emil, Walm lane, Cricklewood, Professor of Music July 23 Mottram v Bach, Farwell, J Turner, Gray's inn sq

Pettit, William Squirrell, Mexborough, York, Boot Dealer Aug 1 Westwood v Pettit, Buckley, J Squire, Leicester

London Gazette.—Tuesday, July 8.

Baker, William James, Nottingham, Lace Dresser Aug 8 Meats v Baker, Byrne, J Lee & Watts, New inn, Strand

Fortin Philip Charles, Saint Mary's Newhouse Waterhouses, Durham, Clerk Aug 2 Osborne v Fortin, Buckley, J Martin & Nicholson, Queen st

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, July 15.

Alder, Matthew, Sunderland Licensed Victualler Aug 16 Bell & Sons, Sunderland

Bennet, Alexander Blue, South Anstan, York, Veterinary Surgeon July 26 Alderson & Co, Eckington

Blackburn, Mary, Bradford Sept 1 Gaunt & Co, Bradford

Bowes, George, Hove, Brighton Aug 12 Snow & Co, Gt St Thomas Apostle

Bradbury, Eliza, Crumpsall, Manchester Aug 10 Lancashire & Humphreys, Manchester

Cain, Emily Lucy, Liverpool Aug 19 Evans & Co, Liverpool

Clifford, William George, Grosvenor st Aug 11 H & C Collins, Reading

Crawford, Robert Dawson, Weston super Mare Sept 1 Marshall & Pridham, Theobald's rd

Cumpston, Florence, Wetherby, nr Leeds Aug 23 T & T Martin & Co, Liverpool

Daintith, James, Woolston, Lancs Aug 12 Jenkins & Co, Warrington

Dickinson, George Francis, Sutton, Surrey Aug 15 Kerby, Lancaster pl, Strand

Downs, Thomas, Bishop's Waltham Aug 16 Gunner & Renny, Bishop's Waltham

Fenwicke, John Wilkinson, Newcastle upon Tyne Aug 14 Lundi & Co, Newcastle upon Tyne

Gardiner, Emma, Highbury Aug 16 Clowes & Co, King's Bench walk

Gomersal, William, Worcester, Theatrical Lessee Sept 1 Stallard & Son, Worcester

Greenwood, James Wright, Crosshills, nr Keighley, Wine Merchant Aug 2 Dewhirst, Keighley

Hackworth, George, South Shields, Grocer Aug 27 Newlands & Newlands, South Shields

Hall, James, Macclesfield, Cab Driver Aug 8 May & Son, Macclesfield

Hallam, George, Sheffield, Wire Manufacturer, and Emily Thompson Hallam Aug 18 Watson & Co, Sheffield

Heyn, Justus, Bradford, Merchant Aug 28 Earle & Co, Manchester

Hobson, Sarah, Formby, Lancs Aug 17 Masters & Rogers, Liverpool

Howard, William Smith, Littleborough, Lancs, Caretaker Aug 1 Chadwick, Rochdale

Hughes, Emma Esther Clive, Putney Aug 4 Miller & Son, Liverpool

Hughes, Helena Esther Tobin, Parkstone, Dorset Aug 4 Miller & Son, Liverpool

Humphery, Edward John, Ulster ter, Regent's Park Sept 8 Druces & Attlee, Billiter sq

Hutchings, Ephraim, Ealing Sept 1 Vallance & Vallance, Essex st, Strand

Jones, Rev John Edwyn, Brixton Aug 29 Pilley & Mitchell, Bedford row

Mann, Edith Spear, St Leonards on Sea Aug 31 Leslie & Hardy, Bedford row

Manton, George, Brixton Aug 15 Kingsbury & Turner, Brixton rd

Meller, Benjamin, Stalybridge Aug 30 Whitehead, Stalybridge

Merison, Albert, Hoxton, Coach Builder Aug 15 Smith, Hoxton

Montefiore, Emma, Portman sq Sept 10 Waterhouse & Co, New ct

Pattinson, Sarah, Cleator, Cumberland Aug 7 Arnison & Co, Penrith

Piggott, Lucas Courtney, Bishopsgate st Without Aug 2 Thomsons & Co, Cornhill

Proud, George Armstrong, Ryhope Colliery, Durham, Engineman Aug 16 Ray & Way, Sunderland

Rathbone, John, Kelsall, Chester, Joiner Aug 15 Royle & Reynolds, Chester

Ravenhill, Jane, Arboretum, Worcester Aug 19 Corbett, Worcester

Richardson, Capt Harry Seymour, Cheltenham Aug 15 Hart & Co, Dorking

Rushton, Albert Henry, Whalley Range, Manchester, Buyer Aug 18 Dixon & Linnell, Manchester

Salthouse, Elizabeth Jane, Lytham, Lancs Aug 14 Clarke & Co, Preston

Slessor, Charles Hildebrand, Exeter Aug 13 Gray & Jackson, Exeter

Stacey, Joseph, Heckfield, Hants, Labourer Aug 15 Martin & Martin, Reading

Thickett, Richard, Huddersfield July 31 Learoyd & Co, Huddersfield

Thomas, Lucy, Gloucester Aug 20 Langley-Smith, Gloucester

Tuson, Sarah, Dalton, Lancs Sept 11 Burch & Co, Spring gdns

White, Malcolm Charles, Walton, Liverpool, Cashier July 23 Bell, Liverpool

Wilkinson, Esther, Moor st, Shaftesbury av, Fishmonger Aug 31 Watson & Co, Whittington av

Wood, Sarah, Horsham Aug 20 Coole & Haddock, Horsham

Wood, Thomas, Horsham Aug 20 Coole & Haddock, Horsham

London Gazette.—Friday, July 18.

Anson, Elizabeth, Liverpool Aug 28 Quiggin & Bros, Liverpool

Armitage, Helen, Harrogate Aug 31 Fowler & Co, Wolverhampton

Battersby, Henry, Nottingham Aug 30 Truman & Scook, Nottingham

Beaumont, Walter Henry, Brighton Aug 23 Gramshaw & Son, Brighton

Beazley, George, Alresford, Southampton, Grocer Aug 16 Scotney & Shenton, Winchester

Brown, William, Shrewsbury Sept 1 G R & C E Wace, Shrewsbury

Campbell, Isabella, Hampstead Aug 15 Phelps & Co, Aldermanbury

Colborne, Arthur, Richmond Aug 31 Senior & Furbank, Richmond

Dowden, Henry Joseph, Vauxhall Bridge rd Aug 15 Wordsworth & Co, Bloomsbury sq

Ellse, George William, Chesterfield, Plasterer Sept 6 Gratton, Chesterfield

Fallows, Thomas Stratton, Edgbaston, Auctioneer Sept 29 Hooper & Co, Birmingham

Farmer, Elizabeth, Kentish Town Aug 27 Micklem & Hollingworth, Gresham st

Fellowes, Louisa Emily, Bishops Waltham Sept 1 Hills, Lincoln's inn fields

Fishes, Charles Hawkins, Stroud Sept 1 Witchell & Sons, Stroud

Foster, Augustus Smith, Freemantle, Southampton Aug 6 Barber & Sons, St Swithin's ln

Gassiot, Charles, Mark ln July 31 Hill & Co, Old Broad st

Gray, Samuel Octavus, Rudgwick Aug 7 Bentwich & Co, Guildhall yd

Hall, Alice, Prudhoe, Northumberland, Confectioner Sept 1 Denison & Slater, Newcastle upon Tyne

Hancock, William Henry, Hove Aug 31 Stuckey & Co, Brighton

Healy, William, jun, MD, Gower st, Bloomsbury Aug 30 Peet & Mandsell, Wool Exchange

Higgin, Emma Jane, Kendal, Licensed Victualler Aug 2 Barwise, Kendal

Hollowell, Maria, Kingsthorpe Aug 12 Daniell & Price, Northampton

Hulme, Richard Hughes, Knutsford, Chester, Tailor Aug 30 Cobbett & Co, Manchester

Hurrell, William, Newton, Cambridge Aug 16 Metcalfe & Co, Raymond bldgs, Gray's inn

Linnell, Rebecca, Reading Aug 20 Martin & Martin, Reading

Lowthime, Maria, Kilburn Aug 18 Jacobs & Josephs, Moorgate st

James, George Lewis, Narberth, Pembroke Sept 29 Morgan & Co, Carmarthen

James, Mary Ann Seymour, St Agnes, Cornwall Aug 21 Thomas, Camborne, Cornwall

Kenyon, William, Besca ln, nr Ormskirk, Farm Produce Broker Sept 16 Wilmot & Hodge, Southport

Knabe, Carl, Pontypridd, Dentist Aug 8 Roberts, Bristol

Knowles, Robert, St Anne's, Lancs Aug 28 Lawson & Co, Manchester

Lamb, John, Tranmere, Chester, Solicitor Aug 18 Lamb & Co, Birkenhead

Last, Henry, Bury St Edmund's Aug 11 Greene, Bury St Edmund's

Manmatt, Rev Arthur Simmonds, Packington Vicarage, Leicester Sept 1 Smith & Co, Ashby de la Zouch

Merryweather, James, Bolton Sept 29 Hutton & Co, Bolton

Miéville, Margaretta, Church Stretton, Salop Aug 6 King & Burrell, Gresham st

Miller, Cecilia Matilda, Forest Hill Aug 7 Rankin & Miller, West Bromwich

Murphy, Alice, Southend on Sea Aug 30 Lea & Lea, Old Jewry chmbrs, Old Jewry

Palmer, Charles, Darnley rd, South Hackney, Grocer Aug 18 Phipps, Camomile st

Parrot, Emmanuel Pierre Louis, Royal cres, Holland Park av Aug 30 Birt & Co, Southwark

Pearce, Graham Ravenhill, Chelsea Aug 20 Haslam & Co, Moorgate st

Poole, Rev William, Hom End, nr Ledbury Sept 1 Humfrys, Hereford

Priestley, Hannah, West Vale, nr Halifax Aug 19 Longbotham & Sons, Halifax

Pulling, Rev Frederick William, Pinhoe, Devon Aug 27 J & S P Pope, Exeter

Roy, Rev Robert Evelyn, Skirbeck Oct 31 Millington & Simpson, Boston

Rudd, Thomas, Wimbledon Common Sept 15 Crawley & Co, Arlington st, Piccadilly

Rutherford, George, Singapore, Straits Settlements, Civil Engineer Sept 1 Murray & Co, Birchin ln

Scott, Maria Eleonore, Burchetts, Keymer, Sussex Aug 31 Upperton & Bacon, Brighton

Shepherd, Adam, Prestwich Aug 19 Webster, Manchester

Sherwood, Eliza, Handsworth Aug 9 Beale & Co, Birmingham

Simpson, Elizabeth, Blackheath Aug 25 Freeman & Son, Foster ln, Cheapside

Smith, George, Walworth Aug 30 Marchant & Co, Deptford

Sonley, G W, Welton, Yorks, Licensed Victualler Aug 20 Chatham & Son, Kingston upon Hull

Southall, Ellen, Whittington, Lancs Aug 31 Russell, Manchester

Southwell, Antonia Marina, Barnet Aug 11 Meynell, Furnival st

Sutcliffe, William, Oldham, Cotton Waste Dealer Aug 11 Halliwell, Oldham

Turner, Richard, Northampton Aug 20 Shoosmith & Sons, Northampton

Upton, Mary Elizabeth Edwina, Hove Aug 31 Upperton & Bacon, Brighton

Wanford, Edward, King's Lynn, Builder Aug 20 Beloe & Beloe, King's Lynn

Warton, John, Cardiff, Grocer Aug 31 Lloyd & Pratt, Cardiff

Watson, Elmer, Sturton by Stow, Wheelwright Sept 8 Iveson & Son, Gainsborough

Weaver, James Vaughan, Kimaya, East Africa, Collector Aug 20 Blyth & Co, Gresham house

Westcott, Right Rev Brooke Foss, DD, Bishop Auckland Aug 23 Wilson & Co, Durham

Wheatley, Charles, Hopton, Mirfield, Yorks Aug 30 Ibberson, Heckmondwike

London Gazette.—Tuesday, July 22.

Alexander, Thomas, Warwick, Painter Sept 1 Boddington & Bond, Warwick

Austin, Sarah, Tottenham Aug 28 Buttle, Basinghall st

Bailey, Thomas, Thorne, Yorks, Farmer Aug 20 Kenyon & Son, Thorne

Ball, Alfred, Duckafoot ln, Cannon st, Stationer Sept 20 Ashurst & Co, Throgmorton av

Bermingham, Sarah, Audenshaw, Lancs Aug 16 Hamer, Ashton under Lyne

Bickers, John, Leeds, Yeoman Aug 29 Hariand & Ingham, Leeds

Bottomley, John, Huddersfield, Farmer Aug 26 Fisher, Huddersfield

Burbage, John, Winchester, Horse Slaughterer Sept 1 Bailey & White, Winchester

Burchardt, Amelia, Bowness on Windermere Aug 30 Gatey, Windermere

CLEATON, JOHN DAVIES, MRCS, Hammersmith rd Aug 21 Johnson & Master, Theobald's rd, Bedford row
COX, GEORGE, B th, Accountant Aug 30 Ricketts & Co, Bath
ELOKE, SARAH JANE, Brighton Sept 1 Lacy & Co, Philpot ln, Fenchurch st
FOLEY, MARY JANE, Lower Edmonton Aug 22 Windsor & Co, Jewry st, Aldgate
GREEN, WILLIAM HUGH, Studley, Warwick, Farmer Sept 2 Wright & Marshall, Birmingham
GREENWOOD, WILLIAM, Rochdale, Dry Soap Manufacturer Aug 20 Jackson & Co, Rochdale
HAINES, ANNE, West Bromwich Sept 1 Cochrane & Peacock, West Bromwich
HALL, WILLIAM, Lee, Kent Aug 28 Tyrshitt & Marshall, Oxford
HILL, CHRISTOPHER, Poole Aug 30 Dickinson, Poole
HOPKINS, GEORGE, Birmingham, Manufacturer Sept 1 Fallows & Cochrane, Birmingham
LONG, Rev HENRY JAMES, Hitchin, Herts Oct 18 Withers & Withers, Arundel st, Strand
LYONS, SARAH HORTON, Bradford Sept 25 Hutchinson & Sons, Bradford
MANNING, MORTIMER, Chiswick Aug 17 Jones & Co, Coleman st
MEW, CHARLES JAMES, Southsea Aug 23 Robinson, Southsea
MILLER JOHN HERBERT STONE, Trinity st, Borough, Tailor Aug 25 Whitehouse & Co, Old Jewry
MORAN, WILLIAM, Sutton Coldfield Sept 1 Crockford, Birmingham
PERRIN, HENRY STORY, Hampstead, Warehouseman Aug 30 Bannister & Reynolds, Basinghall st
POYSER, EDWIN JOSIAH, Beccles Sept 29 E F & H Landon, New Broad st
PRICE, CHARLES WETHERELL, Lower Clifton hill, Bristol Aug 22 Gwynn & Co, Bristol
PYE, ROBERT, East Ruston, Norfolk, Innkeeper Aug 22 Goodchild, Norwich
PYE, WILLIAM, Lydiate, nr Ormskirk, Licensed Victualler Sept 1 Kennedy & Glover, Ormskirk
REDFORD, THOMAS, Winchester, Veterinary Surgeon Sept 1 Bailey & White, Winchester
ROBERTS, CHARLOTTE, and GEORGE ROBERTS, Shrewsbury, Licensed Victualler Aug 20 Hughes, Shrewsbury
ROSE, ANNIE, Walton st, Pont st Sept 29 Wake & Sons, Sheffield
SHAW, WRIGHT HERBERT, Undercliffe, Bradford, Butcher Aug 11 Banks & Co, Bradford
SMITH, BETTY, Rochdale Aug 22 Standring & Co, Rochdale
SMITH, GEORGE, Walworth Aug 30 Marchant & Co, Deptford
SMITH, MARY, Oakington, Cambridge Aug 17 Stanley, Cambridge
STONES, THOMAS, Peterborough Aug 18 Wilmshurst & Stones, Huddersfield
WALKER, HENRY JOHN, Twyford, Southampton, Grocer Sept 1 Bailey & White, Winchester
WALKER, ROSA LYDIA, Aresford, Southampton Sept 1 Bailey & White, Winchester
WANFORD, EDWARD, King's Lynn, Builder Aug 20 Beloe & Beloe, King's Lynn
WARMINGTON, EDWARD MARCUS, Dudley, Solicitor Aug 25 Warmington & Co, Dudley
WILLMER, HENRY THOMAS, Eastleigh Sept 1 Bailey & White, Eastleigh
WINNIFRITH, RICHARD, Titsey, Surrey, Farmer Aug 15 Dommett & Son, Gresham st
WIX, CAROLINE, Surbiton Hill Aug 16 Charlton & Baker, Kingston on Thames

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, July 15.

ADJUDICATIONS ANNULLED.

SIMMETT, GEORGE FREDERICK, South Lowestoft, Suffolk, Clerk Merchant Gt Yarmouth Adjud Aug 21, 1901 Annul July 11, 1902

SOUTH, ALEXANDER BOYACK, Colnbrook, Corn Merchant Windsor Adjud Sept 27, 1899 Annul June 20, 1902

London Gazette.—FRIDAY, July 18.

RECEIVING ORDERS.

BACON, JOHN HENRY, Rawmarsh, nr Rotherham, Draper Sheffield Pet July 15 Ord July 15
BEASLEY, GEORGE WILLIAM, Newtown, Montgomery, Innkeeper Newtown Pet July 15 Ord July 15
BOSWORTH JOSEPH HENRY, Leigh, Essex, Builder Chelmsford Pet July 14 Ord July 14
CALE, JOHN JOSEPH ROBERT, Cardiff, Grocer Cardiff Pet July 12 Ord July 12
CLARKE, ROBERT FREDERICK, Broad st House, Solicitor High Court Pet May 6 Ord July 15
COHEN, ZEDA, Chapel st, Pentonville, Draper High Court Pet July 2 Ord July 14
CONWAY, ROBERT WILLIAM, Bedminster, Bristol, Draper Bristol Pet July 16 Ord July 16
DARE, FRANCIS JOSEPH, Leongartha, Victoria, Australia High Court Pet Dec 20 Ord July 14
DOWNES, GEORGE, Newport, Salop, Plumber Stafford Pet July 9 Ord July 9
DUFFILL, BERTRAM, Smethwick, Staffs, Baker West Bromwich Pet July 15 Ord July 15
HARTHY, FREDERICK WILLIAM, Bury St Edmunds, Travelling Outfitter Bury St Edmunds Pet July 14 Ord July 14
EYRE, WALTER, Chesterfield, Grocer Chesterfield Pet July 16 Ord July 16
FRY, ABRAHAM, Bristol, Licensed Victualler Bristol Pet July 15 Ord July 15
GROSVENOR, JOSEPH HENRY, and ALFRED HUNTER, Leeds, Aërated Water Manufacturers Leeds Pet July 15 Ord July 15
HUDSON, HENRY GEORGE, Heavitree, Devon, Hairdresser Exeter Pet July 16 Ord July 16
JONES, GEORGE JAMES, Scarborough, Printer Scarborough Pet July 14 Ord July 14
LEATHERLAND, WILLIAM HENRY, Wymeswold, Leicester, Blacksmith Leicester Pet July 15 Ord July 15
MACKAY, DONALD BROWN, Tredegar, Watchmaker Tredegar Pet July 15 Ord July 15
MARSHALL, FITZROY DYKES, Clapham, Wandsworth Pet June 14 Ord July 15
MILDENHALL, CHARLES JAMES, Reading, Confectioner Reading Pet July 12 Ord July 12
MOSELY, JAMES, Leicester, Bookmaker's Clerk Leicester Pet July 15 Ord July 15
NEPEAN, H, Jubulpore, India High Court Pet March 27 Ord July 16
REED, JACKSON, Bishop Auckland, General Dealer Durham Pet July 14 Ord July 14
SHARPLES, ANDREW, Bolton, Bread Baker Bolton Pet July 15 Ord July 15
SHORT, GEORGE, Allendale Town, Northumberland, Fruiterer Newcastle on Tyne Pet July 14 Ord July 14
SMITH, JAMES, Chelsey, Berks, Shopkeeper Oxford Pet July 14 Ord July 14
SMITH, WILLIAM MILLARD, Stoke, nr Clare, Suffolk, Grocer Cambridge Pet July 15 Ord July 15
SPEAR, JOHN WILLIAM, and OVE CHRISTIAN JENSEN, Salford, Bacon Smokers Salford Pet July 1 Ord July 11
TINN, THOMAS, Erdington, Warwick, Picture Dealer Birmingham Pet July 15 Ord July 15
TYLER, WILLIAM, Leicester, Cabinet Maker Leicester Pet July 14 Ord July 14
TYLEY, FRED, Westbury sub Mendip, Farmer Wells Pet July 16 Ord July 16
WALMSLEY, JOHN, Blackburn, Draper's Salesman Blackburn Pet July 16 Ord July 16
WHITE, DAVID HENRY, and JAMES BARNES PARRY, Penrhyndeudraeth, Carnarvon, Grocers Bangor Pet July 15 Ord July 15
WILLIAMS, CHARLES RICHARD, Borough High st, Southwark, Tailor High Court Pet July 15 Ord July 15
WILLIAMS, JOHN FRANCIS, Menai Bridge, Anglesey Bangor Pet July 12 Ord July 12
WILLIAMS, SILVESTER, Nantwich, Licensed Victualler Nantwich Pet July 14 Ord July 14
WILSON, WILLIAM HENRY, Mirfield, Yorks, Stock Broker Dewsbury Pet July 12 Ord July 12

Amended notice substituted for that published in the London Gazette of July 4:

SAUNDERS, KATIE ETHEL, Peckham Park rd, Milliner Manchester Pet June 14 Ord June 30

FIRST MEETINGS.

AGNEW, ALEXANDER Belper, Derby, Coal Merchant July 25 at 11 30 Off Rec, 47, Full st, Derby
ANDREWS, GEORGE ALFRED Reading, Baker July 31 at 12 Queen's Hotel, Reading
BATTYE, THOMAS, Walsall, Carpenter July 29 at 11 Off Rec, Wolverhampton
BENDREY, JACOB GEORGE, Stockbridge, Southampton, Harness Maker July 29 at 3 Off Rec, 172, High st, Southampton
CARLISLE, HAROLD HERDMAN, Bournemouth, Cycle Factor July 25 at 12 30 Off Rec, City chmbrs, Endless st, Salisbury
CARVERHILL, DAVID, Sunderland, Joiner July 25 at 3 Off Rec, 25, John st, Sunderland
CLARGO, CHARLES HENRY, Cardiff, Butcher July 25 at 12 117, St Mary's st, Cardiff
CLARK, ROBERT FREDERICK, Broad st House, Solicitor July 28 at 11 Bankruptcy bldgs, Carey st
CLAXTON REGINALD HARRY, Ipswich July 30 at 10.30 Off Rec, 36, Princes st, Ipswich
CLAYTON GEORGE, Scarborough, Stationer July 25 at 11 30 Off Rec, 74, Newborough, Scarborough
CONSTANTINE, JAMES Brierley'd, Commission Agent July 25 at 11 45 Exchange Hotel, Nicholas st, Burnley
COWLISHAW, FREDERICK, Leeds, Greengrocer July 25 at 11 Off Rec, 22, Park row, Leeds
CRUTTENDEN, FREDERICK JOHN, Brighton, Saddler July 25 at 11 Off Rec, 4, Pavilion bldgs, Brighton
CUTLER, ERNEST JOHN WALTER, and SAMUEL SPENCER HAYWOOD, Lowestoft, Contractors July 25 at 1 15 Off Rec, 8, King st, Norwich
DALE, GEORGE BIRSLUP, Cheltenham, Timber Merchant July 26 at 3 45 County Court bldgs, Cheltenham
DARE, FRANCIS JOSEPH, Leongartha, Victoria, Australia July 29 at 11 Bankruptcy bldgs, Carey st
DAVEY, ARTHUR Bedford, Farmer July 25 at 12 30 Off Rec, Bridge st, Northampton
EARTHY, FREDERICK WILLIAM, Bury St Edmunds, Travelling Outfitter Aug 8 at 2 The Angel Hotel, Bury St Edmunds
EDMONDS, BENJAMIN, Harwich, Stationer July 30 at 2 Off Rec, 36, Princes st, Ipswich
GOLDSTONE, LAURENCE PRESTON, Winchester House, Old Broad st July 28 at 12 Bankruptcy bldgs, Carey st
HALLETT, HENRY GERARD, Battersea July 25 at 12 24, Railway app, London Bridge
HOLTZ, E DORAN, Cromwell cres July 30 at 11 Bankruptcy bldgs, Carey st
HUDSON, HENRY GEORGE, Heavitree, Devon, Hairdresser July 31 at 10.30 Off Rec, 13, Bedford circus, Exeter
JACKSON, WILLIAM, Colne Blacksmith July 25 at 11.30 Exchange Hotel, Nicholas st, Burnley
JACOBS, MONTAGUE, Queen Victoria st July 29 at 12 Bankruptcy bldgs, Carey st
JEAVONS, DAVID, Brownhills, Staffs, Grocer July 29 at 11 30 Off Rec, Wolverhampton
JONES, GEORGE JAMES, Scarborough, Printer July 28 at 11.30 Off Rec, 74, Newborough, Scarborough
JONES, SAMUEL, Derby, Game Dealer July 25 at 11 Off Rec, 47, Full st, Derby
KNIGHT, MARK, Walsall, Beerhouse Keeper July 29 at 10 30 Off Rec, Wolverhampton
LACY, FRANCIS DYSON, Gracechurch st, Cigar Merchant July 25 at 11 Bankruptcy bldgs, Carey st
LEATHERLAND, WILLIAM HENRY, Wymeswold, Leicester, Blacksmith July 25 at 3 Off Rec, 1, Berridge st, Leicester
LLOYD, SAMUEL, Twynyrodyn, Merthyr Tydfil, Labourer July 25 at 3 13½, High st, Merthyr Tydfil
MARLOW, HENRY CHARLES, Walsall, Collar Maker July 29 at 12 Off Rec, Wolverhampton
MORGAN, DAVID, Carnarvon, Fruiterer's Assistant July 28 at 3 Crypt chmbrs, Chester
PARKINSON, WILLIAM HENRY, Bradford, Photographer July 25 at 11 Off Rec, 31, Manor row, Bradford
ROULSTONE RICHARD, Nottingham, Painter July 25 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
SAFFORD ARTHUR HERBERT, Clapham common July 25 at 12 30 24, Railway app, London Bridge
SARGEANT, HENRY JOHN, Easthampstead, Berks, Wheelwright July 26 at 1 Townhall, Windsor
SAUNDERS, FRANCIS, Adelphi ter, Strand July 30 at 11 Bankruptcy bldgs, Carey st
SHEPHERD, ARTHUR BILSON, Gt Grimsby, Painter July 25 at 11 Off Rec, 15, Osborne st, Gt Grimsby
SPRAGUE, JAMES FREDERICK, Crediton, Devon, Boot Manufacturer July 25 at 11.30 Off Rec, 13, Bedford circus, Exeter
STANSELL, WILLIAM EDWIN JOSEPH, Brighton July 25 at 12 Off Rec, 4, Pavilion bldgs, Brighton
TAYLOR, ALBERT START, Cheltenham, Draper July 28 at 3.15 County Court bldgs, Cheltenham
THOMAS, GILBERT WILLIAM EDWARD, Northwich, Picture Dealer July 25 at 3 30 Royal Hotel, Crewe
TYLER, WILLIAM, Leicester, Cabinet Maker July 28 at 12 30 Off Rec, 1, Berridge st, Leicester
WHITE GEORGE JAMES Wimbledon July 25 at 11.30 24, Railway app, London Bridge
WHOLTON, SYLVESTER, Leicester, Shoe Clicker July 25 at 12 30 Off Rec, 1, Berridge st, Leicester
WILLIAMSON, JOHN, Ashford, Kent, General Warehouseman July 26 at 11 Off Rec, 68, Castle st, Canterbury
WILLOUGHBY, D C, Piccadilly, Motor Car Dealer July 28 at 11 Bankruptcy bldgs, Carey st
WILSON WILLIAM HENRY, Mirfield, Yorks, Stock Broker July 15 at 3.15 Off Rec, Bank chmbrs, Batley

ADJUDICATIONS.

BACON, JOHN HENRY, Rawmarsh, nr Rotherham, Draper Sheffield Pet July 15 Ord July 15
BANFIELD, GEORGE HENRY Stavington St Mary, Somerset, Farmer Yeovil Pet April 4 Ord July 14
BOSWORTH, JOSEPH HENRY, Leigh, Essex, Builder Chelmsford Pet July 14 Ord July 14
BURCHILL, SAMUEL, Kingswood, Glos, Boot Dealer Bristol Pet July 8 Ord July 14
CALE, JOHN JOSEPH ROBERT, Cardiff, Grocer Cardiff Pet July 12 Ord July 12
EARTHY, FREDERICK WILLIAM, Bury St Edmunds, Travelling Outfitter Bury St Edmunds Pet July 14 Ord July 14
EYRE, WALTER, Chesterfield, Grocer Chesterfield Pet July 16 Ord July 16
FRY, ABRAHAM Lawrence Hill, Bristol, Licensed Victualler Bristol Pet July 15 Ord July 15
GROSVENOR, JOSEPH HENRY, and ALFRED HUNTER, Leeds, Aërated Water Manufacturers Leeds Pet July 15 Ord July 15
HALLETT, HENRY GERARD, Battersea Wandsworth Pet April 30 Ord July 16
HUDSON, HENRY GEORGE, Heavitree, Devon, Hairdresser Exeter Pet July 16 Ord July 16
JACKSON, SARAH, Elgin av, Maida Vale High Court Pet June 5 Ord July 15
JONES GEORGE JAMES, Scarborough, Printer Scarborough Pet July 14 Ord July 14
JUDGE, MICHAEL MARK, Bond st, Hotel Manager High Court Pet Feb 24 Ord July 14
LACY, FRANCIS DYSON, Gracechurch st, Cigar Merchant High Court Pet July 10 Ord July 15
LEATHERLAND, WILLIAM HENRY, Wymeswold, Leicester, Blacksmith Leicester Pet July 15 Ord July 15
MCCULLOCH, COLIN JOHN, Gt Winchester st High Court Pet June 10 Ord July 14
MACKAY, DONALD BROWN, Tredegar, Watchmaker Tredegar Pet July 15 Ord July 15
MILDENHALL, CHARLES JAMES, Reading, Confectioner Reading Pet July 12 Ord July 12
MOSELY, JAMES, Leicester, Clerk Leicester Pet July 15 Ord July 15
PARMINTER, HARRY, Blackheath, Kent, Solicitor's Clerk Greenwich Pet June 12 Ord July 15
REED, JACKSON, Bishop Auckland, Durham, General Dealer Durham Pet July 14 Ord July 14
SHARPLES, ANDREW, Bolton, Bread Baker Bolton Pet July 15 Ord July 15
SMITH, JAMES, Chelsey, Berks, Shopkeeper Oxford Pet July 14 Ord July 14
SMITH, JOHN LIONEL, Eccleston sq, Horse Dealer High Court Pet April 19 Ord July 14
SMITH, WILLIAM MILLARD, Stoke, nr Clare, Suffolk, Grocer Cambridge Pet July 15 Ord July 15
TINN, THOMAS, Erdington, Picture Dealer Birmingham Pet July 15 Ord July 15
TYLEY FRED, Westbury sub Mendip, Farmer Wells Pet July 16 Ord July 16
WALMSLEY, JOHN, Blackburn, Draper's Salesman Blackburn Pet July 16 Ord July 16
WHITE, DAVID HENRY, and JAMES BARNES PARRY, Penrhyndeudraeth, Carnarvon, Grocers Bangor Pet July 15 Ord July 15
WILLIAMS, CHARLES RICHARD, Borough High st, Southwark, Tailor High Court Pet July 15 Ord July 15
WILLIAMS, DAVID EDWARD, Mountain Ash, Draper Aberdare Pet July 4 Ord July 15
WILLIAMS, JOHN FRANCIS, Menai Bridge Bangor Pet July 12 Ord July 12
WILLIAMS, SILVESTER, Nantwich, Licensed Victualler Crewe Pet July 14 Ord July 14
WILSON, WILLIAM HENRY, Mirfield, Yorks, Stock Broker Dewsbury Pet July 12 Ord July 12

Amended notice substituted for that published in the London Gazette of July 1:

SHELTON, WILLIAM FRANK, Bottesford, Linc, Farmer 66 Grimsby Pet June 25 Ord June 25

London Gazette.—TUESDAY, July 22.

RECEIVING ORDERS.

BOWLES, ARTHUR HENRY, Clapham Common, Draper's Assistant Wandsworth Pet July 18 Ord July 18

BURROWS, ARTHUR, Urmston, Salt Merchant's Manager Salford Pet July 18 Ord July 18

CRAVENSON, HYMAN, Swansea, Draper Swansea Pet July 7 Ord July 18

CHENNELL, JOHN, Maidenhead, Clerk Windsor Pet July 16 Ord July 16

CLARKE, WILLIAM, Coventry, Baker's Assistant Birmingham Pet July 18 Ord July 18

COULTHURST, FREDERICK CHARLES, Derby, Architect Derby Pet July 7 Ord July 18

CUBITT, WILLIAM, Norwich, Grocer Norwich Pet July 18 Ord July 18

CURLING, HENRY GEORGE, and MARY ELIZABETH CURLING, St Margaret's at Cliffe, Kent, Farmers Canterbury Pet July 18 Ord July 18

DOYLE, JOHN ALPHONSE, Brighton, Market Gardener Brighton Ord July 18

EDWARDS, HENRY, Portsea, Hants, Financial Agent Portsmouth Pet July 4 Ord July 18

EVAN, DAVID, Berners st mans, Berners st, Piano Dealer High Court Pet June 25 Ord July 18

EXELL-PAGET, EDWARD, Oxford st, Dentist High Court Pet June 19 Ord July 18

EVANS, E L, Watford, Herts, Draper St Albans Pet July 7 Ord July 16

FISHER, FREDERICK JAMES, Cheriton, Kent, Charabanc Proprietor Canterbury Pet July 16 Ord July 16

FLOWER, ROBERT JAMES, York, Grocer York Pet July 18 Ord July 18

FOX, GEORGE, Stratford, Fishmonger High Court Pet July 17 Ord July 17

KEATES, THOMAS, Buralem, Staffs, Tailor Hanley Pet July 16 Ord July 16

KNIGHT, HENRY JAMES, Much Hadham, Butcher Hertford Pet July 16 Ord July 16

LEUSCHNER, OSWALD, Eastbourne, Hairdresser Eastbourne Ord July 17

NEWMAN, ROBERT, Marlborough rd High Court Pet July 18 Ord July 18

NEWMAN, WILLIAM, Birmingham, Hardware Merchant Birmingham Pet July 17 Ord July 17

NODDER, LUTHER ARNOLD, Sheffield, Auctioneer Sheffield Pet June 19 Ord July 17

PERRY, JOHN, Northampton, Boot Manufacturer Northampton Pet July 18 Ord July 18

PRESTON, ARTHUR, Saltley, Birmingham, Stationer Birmingham Pet July 17 Ord July 17

PULLING, ELISHA, Leytonstone, School Proprietor High Court Pet June 13 Ord July 19

ROPER, FREDERICK ARTHUR, Darlington, Hairdresser Stockton on Tees Pet July 17 Ord July 17

SIMPSON, WILLIAM, Herne Bay, Designer High Court Pet July 19 Ord July 19

SPEARING, WESLEY, Beaumaris, Anglesey, Confectioner Bangor Pet July 17 Ord July 17

SQUIRE, BERNARD, Keinton Mandeville, Somerset, Stone Cutter Yeovil Pet July 7 Ord July 18

STOCKLEY, ELLEN, St Leonards on Sea Hastings Pet July 2 Ord July 18

TIZARD, FREDERICK, Dorchester, Baker Dorchester Pet July 18 Ord July 18

WILKINS, J, Upper st, Islington, Ironmonger High Court Pet July 7 Ord July 17

WOODWARD, JEREMIAH JOHN, Ramsgate, Greengrocer Canterbury Pet July 17 Ord July 17

FIRST MEETINGS.

BACON, JOHN HENRY, Sawmarsh, nr Rotherham, Draper July 29 at 12.30 Off Rec, Figtree ln, Sheffield

BEASLEY, GEORGE WILLIAM, Newtown, Montgomery, Innkeeper July 30 at 10.30 No 1, High st, Newtown

BRAZER, FRANK, Bath, Haulier July 30 at 11.15 Off Rec, 26, Baldwin st, Bristol

BENNETT, JAMES, Reading, Painter July 31 at 11 Queen's Hotel, Reading

BENNETT, STEPHEN, Oldhill Farm Winford, Somerset, Farmer July 30 at 11 Off Rec, 26, Baldwin st, Bristol

BICKLE & SONS, Lydford, Devon, Builders July 29 at 10 30 Off Rec, 6, Athenæum ter, Plymouth

BREWER, THOMAS HENRY, Preston, Builder July 29 at 10.30 Off Rec, 14, Chapel st, Preston

BUNTING, WILLIAM, Grimston, Norfolk, Coal Agent Aug 2 at 1.15 Off Rec, 8, King st, Norwich

CALE, JOHN JOSEPH ROBERT, Cardiff, Grocer July 30 at 11 117, St Mary's st, Cardiff

CHUCK, WILLIAM, Liverpool, Architect July 30 at 2 Off Rec 35, Victoria st, Liverpool

COHEN, ZEDA, Pentonville, Draper July 31 at 12 Bankruptcy bldgs, Carey st

CONROY, ROBERT WILLIAM, Bedminster, Bristol, Draper July 30 at 11 45 Off Rec, 26, Baldwin st, Bristol

COWNES, GEORGE, Newport, Salop, Plumber Aug 1 at 11 45 Messrs Wright & Westhead's Office, 1, Martin st, Stafford

EXELL-PAGET, EDWARD, Oxford st, Dentist Aug 1 at 12 Bankruptcy bldgs, Carey st

FELLOWS, FREDERICK, Redbourne, Herts, Dealer July 30 at 12 Off Rec, 95, Temple chmbrs, Temple av

FISHER, FREDERICK JAMES, Cheriton, Kent, Charabanc Proprietor Aug 7 at 9 Off Rec, 68, Castle st, Canterbury

FLOWER, ROBERT JAMES, Skeldergate, York, Grocer July 31 at 12.30 Off Rec, The Red House, York

FOX, GEORGE, Stratford, Fishmonger Aug 1 at 11 Bankruptcy bldgs, Carey st

FRY, ABRAHAM, Bristol, Licensed Victualler July 30 at 11.30 Off Rec, 26, Baldwin st, Bristol

GROSVENOR, JOSEPH HENRY, and ALFRED HUNTER, Leeds, Aerated Water Manufacturers July 29 at 11 Off Rec, 22, Park row, Leeds

HARGREAVES, ROBERT, Preston, Butcher July 29 at 11 Off Rec, 14, Chapel st, Preston

HOYLAND, GEORGE, and THOMAS MAY STOOKES, Gt Grimsby, Wood Turners July 29 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby

LEUSCHNER, OSWALD, Eastbourne, Hairdresser July 29 at 2 Messrs Coles & Sons, Seaside rd, Eastbourne

MOISEY, JAMES DIMOND Blackheath July 29 at 11.30 24, Railway app, London Bridge

NEWRICK, ABRAHAM ROWE, Liverpool, Clothier July 30 at 12 Off Rec, 35, Victoria st, Liverpool

NODDER, LUTHER ARNOLD, Sheffield, Traveller July 29 at 1 Off Rec, Figtree ln, Sheffield

PARMINTER, HARRY, Blackheath, Solicitor's Clerk July 31 at 11 30 24, Railway app, London Bridge

PEARSE, PHILIP ELIGHT, Kingsbridge, Devon, Licensed Victualler July 29 at 11 Off Rec, 6, Athenæum ter, Plymouth

RICHARDS, ALBERT MORE ORLANDO, Strand July 31 at 12 Bankruptcy bldgs, Carey st

SHARPLES, ANDREW, Bolton, Flour Dealer July 29 at 3 Off Rec, 19, Exchange st, Bolton

SLINGSBY, ALFRED, Gt Grimsby, Draper July 29 at 10 Off Rec, 15, Osborne st, Gt Grimsby

SPEAR, JOHN WILLIAM, and OVE CHRISTIAN JENSEN, Salford, Bacon Smokers Aug 1 at 2.30 Off Rec, Byrom st, Manchester

STIFF, JOHN WILLIAM, Cradley, Worcester, Baker July 30 at 3 Mr W S Mobberley, Solicitor, High st, Stourbridge

TYLEY, FRED, Westbury sub Mendip, Somerset, Farmer July 30 at 12 Off Rec, 26, Baldwin st, Bristol

UBER, C G, Lower James st, Golden sq June 30 at 12 Bankruptcy bldgs, Carey st

WIGHTMAN, JAMES Wind Mill, nr Silloth, Cumberland, Commission Agent Aug 6 at 12 Off Rec, 34, Fisher st, Carlisle

WILKINS, J, Islington, Ironmonger Aug 1 at 12 Bankruptcy bldgs, Carey st

WILLIAMS, ERIC CHARLES, Baxhill on Sea, School Proprietor Aug 12 at 2.30 County Court Office, 24, Cambridge rd, Hastings

WOOD, JAMES, Denstone, nr Uttoxeter, Carpenter July 29 at 12 North Stafford Hotel, Stoke upon Trent

WOODWARD, JEREMIAH JOHN, Ramsgate, Greengrocer Aug 7 at 9.30 Off Rec, 68, Castle st, Canterbury

ADJUDICATIONS.

BICKLE, WILLIAM, Lydford, Devon, Builder Plymouth Pet July 1 Ord July 17

BLAKISTON, JOHN, jun, South Shields, Glass Merchant Newcastle on Tyne Pet May 2 Ord July 18

BOWLES, ARTHUR HENRY, Clapham Common, Draper's Assistant Wandsworth Pet July 18 Ord July 18

BUNTING, WILLIAM, Grimston, Norfolk, Coal Agent King's Lynn Pet July 1 Ord July 18

BURROWS, ARTHUR, Urmston, Salt Merchant's Manager Salford Pet July 18 Ord July 18

CARLISLE, HAROLD HERDMAN, Bournemouth, Cycle Factor Poole Pet June 9 Ord July 17

CAVE, FREDERICK, Hilgrove rd, South Hampstead, Silk Agent High Court Pet July 11 Ord July 18

CAWDERY, JAMES WILLIAM Palatine rd, Stoke Newington, Builder Edmonton Pet March 27 Ord July 14

CHENNELL, JOHN, Maidenhead, Clerk Windsor Pet July 16 Ord July 16

CLARKE, WILLIAM, Coventry Bakers' Assistant Birmingham Pet July 18 Ord July 18

CONWAY, ROBERT WILLIAM, Bedminster, Bristol, Draper Bristol Pet July 16 Ord July 17

CUBITT, WILLIAM, Norwich, Grocer Norwich Pet July 18 Ord July 18

CURLING, HENRY GEORGE, and MARY ELIZABETH CURLING, St Margaret's at Cliffe, Kent, Farmers Canterbury Pet July 18 Ord July 18

DOWNES, GEORGE, Newport, Salop, Plumber Stafford Pet July 9 Ord July 19

FELLOWS, FREDERICK, Redbourne, Herts, Dealer St Albans Pet July 11 Ord July 15

FISHER, FREDERICK JAMES, Cheriton, Kent, Charabanc Proprietor Canterbury Pet July 14 Ord July 16

FLOWER, ROBERT JAMES, Skeldergate, York, Grocer York Pet July 18 Ord July 18

FOX, GEORGE, Stratford, Fishmonger High Court Pet July 17 Ord July 17

GREEN, WILLIAM, Tilstock, nr Whitchurch, Salop, Farmer Crewe Pet June 30 Ord July 18

HOLTUM, GEORGE, Dover, Hairdresser Canterbury Pet June 16 Ord July 18

KNIGHT, HENRY JAMES, Much Hadham, Herts, Butcher Hertford Pet July 16 Ord July 18

LEUSCHNER OSWALD, Eastbourne, Hairdresser Eastbourne Pet July 17 Ord July 17

MILLER, GEORGE HERBERT, Cirencester, Grocer Yeovil Pet June 30 Ord July 16

PERRY, FREDERICK JAMES, Brierley Hill, Staffs, Furniture Dealer Stourbridge Ord July 17

PRESTON, ARTHUR, Birmingham, Stationer Birmingham Pet July 17 Ord July 18

ROPER, FREDERICK ARTHUR, Darlington, Hairdresser Stockton on Tees Pet July 17 Ord July 17

SAUNDERS, KATIE ETHEL, Peckham Park rd, Dressmaker Manchester Pet July 14 Ord July 17

SHORT, GEORGE, Allendale Town, Northumberland, Fruiterer Newcastle on Tyne Pet July 14 Ord July 16

SIMPSON, WILLIAM, Herne Bay, Designer High Court Pet July 19 Ord July 19

SPEARING, WESLEY, Beaumaris, Anglesey, Confectioner Bangor Pet July 17 Ord July 17

TAYLOR, GEORGE FULLER, Woolwich, Saddler Greenwich Pet June 23 Ord July 17

THOMAS, GILBERT WILLIAM EDWARD, Northwich, Picture Dealer Crewe Pet July 9 Ord July 19

TIZARD, FREDERICK, Dorchester, Baker Dorchester Pet July 18 Ord July 18

VOCOTOPOULOS, JOHN CONSTANTINE, Athens, Greece, shipping Merchant Manchester Pet June 20 Ord July 19

YARNOLD, ALFRED, Aston, Warwick, Builder Birmingham Pet June 5 Ord July 17

Amended notice substituted for that published in the London Gazette of July 15:

HARDING, HENRY JAMES, Walsall, Plumber Walsall Pet July 10 Ord July 10

ADJUDICATIONS ANNULLED.

WOOD, ROBERT HENRY, New Lane Top, Drighlington, Yorks, Book-keeper Bradford Adjud Feb 24, 1887 Annul July 17, 1902

ALLERTON, CHARLES HEDLEY, Lowestoft, Suffolk, Blacksmith Gt Yarmouth Adjud Sept 17, 1887 Annul July 19, 1902

MCINTOSH, JAMES MCCLINTOCK Jarrow, Durham, Clerk Newcastle on Tyne Adjud Dec 19, 1894 Annul July 17, 1902

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